
ACTS OF INCORPORATION

AND

BY-LAWS

OF

The Ottawa City Passenger Railway Company,

The Ottawa Electric Street Railway Company

AND

The Ottawa Electric Railway Company.

TF967:08

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ANNO VICESIMO-NONO, TREGESIMO VICTORIÆ REGINÆ.

CAP. XVI.

An Act to Incorporate the "Ottawa City Passenger Railway Company."

[Assented to 15th August, 1866.]

WHEREAS certain persons have by their petition prayed ^{Preamble.} that they may be incorporated under the title of the Ottawa City Passenger Railway Company, for the purpose of constructing and operating street railways in the City of Ottawa and the Municipalities adjoining; and whereas it is expedient to grant the prayer of the petitioners: Therefore, Her Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows:

1. Joseph Anmond, Joseph M. Currier, William Mc-^{Incorporation.}Naughton, Henry Starnes, Henry Hogan, Edward McGillivray, William G. Perley, John Pratt, Joshua Smith, J. M. T. Hannum, and such other persons as now are or shall hereafter become shareholders of the said Company, are hereby constituted a body corporate and politic, under the name of the "Ottawa City Passen-^{Corporate name.}ger Railway Company."

2. The capital stock of the Company shall be one hundred ^{Capital.}thousand dollars, in shares of twenty dollars each.

3. The Company may commence operations and exercise the ^{Commencement and completion of the work.}powers hereby granted, so soon as thirty thousand dollars of the capital stock shall be subscribed and twenty per cent. thereon paid up; but the said Company shall commence the construction of the said Railway, within one year from the passing of this Act, and that portion thereof lying within the city limits shall be completed within two years from the passing of this Act.

4. The Company are hereby authorized and empowered to ^{Line of the Company's Railway.}construct, maintain, complete, and from time to time remove and change, a double or single iron railway with the necessary side tracks, switches and turnouts for the passage of cars, carriages and other vehicles adapted to the same, upon and along the following streets in the said City of Ottawa and the Municipalities

In other places
with consent of
municipalities.

To construct
and maintain
the necessary
tracks, carry
passengers, &c.

Rails, how to be
laid, gauge, &c.

Board of Di-
rectors.

Election.

Term of office.

Vacancies.

First Directors.

adjoining, viz.:—From the east end of Ottawa street in New Edinburgh, thence along Ottawa street to the road leading across Green Island, thence along the said road to Metcalfe street in the said city, thence along Metcalfe street to Sussex street, along Sussex street to Rideau street, along Rideau street to Sparks street, along Sparks street to Bank street, along Bank street to Wellington street, along Wellington street to George street, along George street to Duke street, along Duke street to or near the Suspension Bridge, and along and upon such other streets within the said City and the Municipalities in Upper Canada adjoining the said city or any of them, as they may be authorized to pass along, under any subsequent agreement between the said company and the corporations of the said City and of the adjoining municipalities or any of them, and any by-laws of the said corporations or any of them made in pursuance thereof; and to take, transport and carry passengers and freight upon the same, by the power and force of animals, and to construct and maintain all necessary works, buildings and conveniences therewith connected, and to use and occupy any of the streets or highways and bridges aforesaid, and such as they may hereafter obtain the right from any of the said corporations to use, as may be required for the purposes of their railway track, and the laying of their rails and the running of their cars and carriages.

5. The rails of their railway shall be laid flush with the streets and highways, and the railway track shall conform to the grades of the same so as to offer the least possible impediment to the ordinary traffic of the said streets and highways; and the gauge shall be such that the ordinary vehicles now in use may travel on the said tracks, which it shall and may be lawful for them to do, provided they do not interfere with or impede the running of the cars of the Company, and in all cases any carriage or vehicle on the track shall give place to the cars by turning off the track.

6. The affairs of the Company shall be under the control of and shall be managed and conducted by a Board to consist of seven directors, each of whom shall be a stockholder to an amount of not less than five hundred dollars, and shall be elected on the first Tuesday of September of every year at the office of the Company; and all such elections shall be by ballot by plurality of the votes of the stockholders present, each share to have one vote, and stockholders not personally attending may vote by proxy; and the directors so chosen shall, as soon as may be, elect one of their number to be president, and directors shall continue in office one year and until others shall be chosen to fill their places; and if any vacancy shall at any one time occur in the office of president or director, the remaining directors shall fill up such vacancy for the remainder of the year.

7. Joseph Aumond, Joseph M. Currier, William McNaughton, Wm. G. Perley, E. McGillivray, G. B. L. Fellowes,

and Robert Blackburn shall be the first directors of the Company, and shall severally hold their offices till the first Tuesday of September next after the Company goes into operation.

8. The Directors of the Company shall have power and authority to make, amend and appeal and re-enact all such by-laws, rules, resolutions and regulations as shall appear to them proper and necessary, touching the well-ordering of the Company, the number of directors, the acquirement, management and disposition of its stock, property and effects, and of its affairs and business, the entering into arrangements and contracts with the said City or adjoining Municipalities, the declaration and payment of dividends out of the profits of the said Company, the form and issuing of stock certificates, the calling of special and general meetings of the Company, the appointment, removal and remuneration of all officers, agents, clerks, workmen, and servants of the Company, the fares to be received for passengers and freight transported over the railway, or any part thereof, the intervals of time in running each car, the time within which, on each day, the cars shall be run, the speed of running the same, and in general to do all that may be necessary to carry out the objects, and exercise the powers incident to the Company.

Powers of Board of Directors.

9. The said Company, in the construction of the said railway track, shall conform to the grades of the various streets through which the said tracks shall run, and shall not in any way change or alter the same.

Not to alter grades of streets

10. The stock of the Company shall be deemed personal estate, and shall be transferable in such way as the directors shall by by-law direct.

Stock to be personalty, &c.

11. The Company may purchase, lease, hold, acquire and transfer all real and personal estate necessary for carrying on the operations of the Company.

Real Estate, &c.

12. If the election of directors be not made on the day appointed by this Act, the Company shall not for that reason be dissolved, but the stockholders may hold the election on any other day, in the manner provided for by any by-law passed for that purpose; and all the acts of directors, until their successors shall be elected, shall be valid and binding on the Company.

Failure of election provided against.

13. The directors of the Company may, from time to time, raise or borrow for the purposes of the Company, any sum or sums not exceeding the whole seventy-five thousand dollars, by the issue of bonds or debentures, in sums of not less than one hundred dollars, on such terms as they may think proper, and may pledge or mortgage all the property and the tolls and income of the property, or any part thereof, for the repayment of the money so raised or borrowed, and the payment of interest thereon; provided always that the consent of three-fourths in value of the

Directors may raise loans.

Provido,

Proviso

stockholders of the Company shall be first had and obtained at a special meeting to be called and held for that purpose; provided also that the said Company shall not be authorized at any time to borrow a sum exceeding the amount of the capital stock then paid up.

Powers of the city and municipalities to agree for certain purposes.

14. The said City of Ottawa and the adjoining Municipalities in Upper Canada are respectively authorized to make and to enter into any agreements or covenants with the said Company relating to the macadamizing, repairing and grading the streets and highways, and the construction, opening and repairing of drains or sewers, and the laying of gas and water pipes, in the streets and highways to be traversed by the said railway, the non-obstructing or impeding of the ordinary traffic, and also to the construction and equipment of the said railway, along and upon any other streets and along any other routes than the one herein described.

By-laws to carry out agreements.

15. The said City and the said Municipalities are hereby authorized to pass any by-law or by-laws, and to amend or repeal the same, for the purpose of carrying into effect any such agreements or covenants, and containing all necessary clauses, provisions, rules and regulations for the conduct of all parties concerned, relating thereto, and for the enjoining obedience thereto, and for the facilitating the running of the Company's cars, and for regulating the traffic and conduct of all persons travelling upon the streets and highways through which the said railway may pass.

Public Act

16.—This Act shall be deemed a Public Act.

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LEGISLATURE OF ONTARIO.

31 VIC., CAP. 45:

An Act to amend the Act entitled "An Act to incorporate the Ottawa City Passenger Railway Company."

[Assented to 4th March, 1868.]

WHEREAS, the Ottawa City Passenger Railway Company

have, by their petition, represented that, from circumstances beyond their control, they may not be able to complete that portion of the said Railway lying within the limits of the City of Ottawa within the time limited by the Act incorporating the said Company; and the Company have prayed that the time for the completion of the road may be extended, and also that certain amendments may be made to the Act incorporating the Company; and whereas, it is expedient to grant the prayer of the petitioners: Therefore, Her Majesty, by and with the advice and consent of the Legislative Assembly of Ontario, enacts as follows:

Preamble.
Petition for extension of the time of completion and amendment of Act.

1. The powers conferred by the Act incorporating the Ottawa City Passenger Railway Company shall include the right of the said Company to construct any railway, side-tracks or switches so as to connect the said railway with the line of railway of the St. Lawrence and Ottawa Railway Company, and to enable an interchange of cars, carriages and vehicles, as hereinafter mentioned, upon the consent thereto of the last mentioned Company, and at such place or places upon the line of either of the said Companies, and in such manner as may be arranged between the said Companies; and the said Ottawa City Passenger Railway Company may enter into any arrangements with the St. Lawrence and Ottawa Railway Company from time to time for the interchange, transport and carriage of all cars, carriages and vehicles, passengers, freight and traffic, of either one of the said Companies, upon the line of railway of the other of them; and for the regulation and interchange of traffic passing to and from the railways of the said Companies, and for the working of the traffic over the said railways respectively, or for any or either of those objects separately, and for the division and apportionment of tolls, rates and charges, in respect of such traffic, and generally in relation to the management and working of the railways, or either

Power to connect with other lines named.

Apportionment of Tolls.

Proviso. of them, or any part thereof in connection therewith, for any term not exceeding twenty-one years; Provided that nothing herein contained shall authorize the use upon the Ottawa City Passenger Railway of any power other than the power and force of animals.

Power of the City Railway to use Cars, &c., not their property.

Rates of Tolls thereof.

By-laws relating thereof.

2. The Ottawa City Passenger Railway Company may haul, run, use or employ upon their line of railway, any cars, carriages or vehicles not being the property of the said Company, and may enter into arrangements with any companies, person or persons, owning or holding the same for the rates or tolls to be paid for the running of the same, or on the freight or traffic therein contained, and in respect to the rules to be observed by such companies, or person or persons owning or holding the same, and may make by-laws necessary for the carrying of such arrangement into effect, and the enforcing of such regulations; Provided always that no car of any description shall be run between midnight of Saturday and midnight of Sunday, and that unless and until permission has been given by resolution of the City Council no freight car shall be run over the tracks of the Company between the hours of seven o'clock in the forenoon and nine o'clock in the afternoon.

Time of completion of City Railway extended.

3. The period of time by the Act of incorporation, fixed for the completion of that portion of the railway lying within the limits of the City of Ottawa, is hereby extended to the first day of September, in the year one thousand eight hundred and seventy.

Certain clauses of the Railway Act to apply.

4. The several clauses of an Act of the Legislature of the late Province of Canada, known as the "Railway Act," with respect to the first, second and third clauses thereof, and also the several clauses of the said Act with respect to "Interpretation," "Incorporation," "Powers," "General Meetings," "Directors and their Election and Duties," "Calls," "Shares, and their Transfer," "Shareholders," "Actions for Indemnity" (excepting Section eighty-four), "Fines and Penalties, and their Prosecution, and Penal Clauses, (but no other clause of the Railway Act), shall, in so far only as the same are not inconsistent with, or repugnant to, any of the provisions of the hereinbefore recited Act, incorporating the Company; or of this present Act, be incorporated with this Act; and the expression, "this Act," when used in the hereinbefore recited Act, or in this present Act, shall be held and understood to include the clauses incorporated with this present Act, save and except in so far as they are inconsistent with, or varied by any of the provisions of the said hereinbefore recited Act, or of this present Act.

Sleighs may be substituted for carriages.

5. The Company may substitute sleighs for railway carriages during the winter months upon the route of their railway.

Fare to be paid on entering car.

6. The fare shall be due and payable by every passenger on entering the car or sleigh, and any person refusing to pay the

fare when demanded by the conductor or driver, and refusing to quit the car or sleigh, shall be liable to a fine not exceeding two dollars, recoverable before any Justice of the Peace.

7. It shall be lawful for the said Company, before or after laying their track, to alter and deviate from the line of route through the City of Ottawa, as prescribed by the fourth section of the Act Incorporating the Company; Provided always that the consent of the City Council shall be first obtained sanctioning such alteration and deviation.

Company may
change their line
into other
streets.



55-56 VICTORIA.

CHAP. 53.

An Act respecting the Ottawa City Passenger Railway Company.

[Assented to 9th July, 1892.]

Preamble.

WHEREAS the Ottawa City Passenger Railway Company has, by its petition, prayed for certain amendments to its Act of incorporation, and it is expedient to grant the prayer of the said petition : Therefore, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, enacts as follows :—

Extension of line
from Ontario
into Quebec.

1. The Ottawa City Passenger Railway Company, herein-after called "the Company," may extend, construct, maintain, complete, and, from time to time, remove and change a double or single track iron railway, with the necessary side-tracks, switches and turnouts for the passage of cars, carriages and other vehicles adapted to the use thereof, from and connecting with the end of its present line of railway at or near the Union Bridge which connects the Provinces of Ontario and Quebec, thence, subject to the provision hereinafter set forth, across the said Union Bridge and over, along and upon such streets in the city of Hull and of the municipalities adjoining said city as it may at any time be authorized to use under any resolution or agreement of the Council of the City of Hull or of the aforesaid municipalities; Provided that the Company shall not exercise any of the powers hereby conferred upon it in, over, or upon any part of the road of the By-town and Aylmer Union Turnpike Company, or of any culvert, bridge, or other work of or constructed by the said last mentioned Company, whether within the City of Hull or the Township of Hull, without first obtaining the consent and agreement thereto of the said last mentioned Company; but this shall not prevent the said City Passenger Railway Company from crossing the road of the said Turnpike Company.

Proviso.

Use of Union
Bridge.

2. The Company shall not take possession of, use or occupy the Union Bridge or any of the approaches thereto without the consent of the Governor-in-Council; but with such consent the

Company may, upon such terms as the Governor-in-Council pre-Terms. seribes, use and occupy so much of the Union Bridge, and of the approaches thereto as may be necessary for the railway of the Company.

2. Section ninety-two of *The Railway Act* shall apply to the Company; and the powers of expropriation (if any) of the Company shall be exercised subject to the provisions of *The Railway Act*. Chapter 29 of 1883.

3. The Company may take, transport and carry passengers upon all the lines of railway owned, constructed or leased by it, and may operate the said railway by the force and power of electricity, or of the atmosphere, or of animal, or of cable, or by mechanical power, or by any combination of them, but not by steam. General powers.

2. As regards so much of its line of railway as is or as may be within the city of Ottawa, and other municipalities in Ontario, the Company shall exercise any new or additional powers conferred by this Act, as to the location, construction and operation of the railway, only upon such streets, and on such terms and conditions, and for such periods as the councils of the said city and of the said municipalities respectively approve. Approval of municipalities.

4. The capital stock of the Company may, subject to the provisions contained in section thirty-seven of *The Railway Act*, be increased to the sum of five hundred thousand dollars, divided into shares of twenty dollars each. Capital stock.

5. The Company may borrow money and make and issue therefor bonds, debentures, promissory notes or other securities, to the extent of five hundred thousand dollars, and the said bonds, debentures, promissory notes or other securities shall be made, issued and secured in the manner and to the extent provided by sections ninety-three to ninety-eight inclusive of *The Railway Act*, and the said sections ninety-three to ninety-eight shall form part of this Act. Company may borrow money and issue debentures. Part of "The Railway Act" to apply.

6. Except as in this act is otherwise provided, the Act of incorporation of the Company, being chapter sixteen of the Statutes of 1866 of the late Province of Canada, and the Act of the Legislature of Ontario amending the same, being chapter forty-five of the Statutes of 1868, and the powers thereby conferred, shall apply to every portion of the lines of the railway by this Act authorized to be constructed, and the undertaking of the Company is hereby declared to be a work for the general advantage of Canada; but the operation of so much of the Company's line of railway as may be within the Province of Ontario by any new or additional powers conferred by this Act, shall be subject to the Statutes of Ontario in force from time to time in relation to street railways, and the operation of so much Validity of Acts of late province of Canada, and of local legislature. Declaratory. Operation of railway governed by provincial laws.

of the said line of railway as may be within the Province of Quebec, by any new or additional powers conferred by this Act, shall be subject to the Statutes of Quebec in force from time to time in relation to street railways.

Agreement with
other companies

7. The Company, subject to the approval of the Railway Committee of the Privy Council, may at any time make and enter into any agreement or arrangement with any other street railway company duly authorized thereto, for the regulation and interchange of traffic passing to and from the Company's railway, and for the working of the traffic over the said railways respectively, or for either of those objects separately, and for the division and apportionment of tolls, rates and charges in respect of such traffic, and generally in relation to the management and working of the railway, or any part thereof, and of any street railway or street railways in connection therewith, for any term not exceeding twenty-one years; and may provide, either by proxy or otherwise, for the appointment of a joint committee or committees, with such powers and functions as are considered necessary or expedient, for the better carrying into effect of any such agreement or arrangement, subject to the consent of two-thirds of the stockholders voting in person or by proxy.

Length of term.

"Traffic" in-
terpreted.

8. The expression "traffic" includes not only passengers and their baggage, goods and things conveyed by the railway, but also cars, carriages and vehicles of any description adapted for running over any street railway.

Agreement to
convey or lease.

9. The Company may enter into an agreement with any other street railway company duly authorized thereto, for conveying or leasing to such Company the railway of the Company affected by this Act, in whole or in part, or any rights or powers acquired under this Act, as also the plans, work, plant, material, machinery and other property to it belonging, or for an amalgamation with such Company on such terms and conditions as are agreed upon, and subject to such restrictions as to the directors seem fit; Provided that such agreement has been first sanctioned by two-thirds of the votes at a special general meeting of the shareholders duly called for the purpose of considering the same, at which meeting the shareholders representing at least two-thirds in value of the stock are present in person or represented by proxy, and that such agreement has also received the approval of the Governor-in-Council.

Sanction of
shareholders.

Notice of ap-
plication for
approval.

2. Such approval shall not be signified until after notice of the proposed application therefor has been published in the manner and for the time set forth in section two hundred and thirty-nine of *The Railway Act*, and also for a like period in one newspaper published in each of the cities of Ottawa and Hull.

10. The Company may acquire from any other person or company all or any of the businesses which the Company is hereby empowered to carry on, together with all or any of the assets, franchises and property, real and personal, moveable and immoveable, of the seller or sellers thereof, subject to the obligations, if any, affecting the same, as well as any obligations arising out of any contract or agreement entered into with any municipality; and may pay the seller or sellers the price thereof wholly or partly in cash, or wholly or partly in fully paid-up shares or in partly paid up shares of the Company, or otherwise; and also undertake, assume, pay or guarantee all or any of the obligations or liabilities of the seller, or the obligations affecting the assets and property purchased from time to time. Acquisition of other property.

11. The Company may amalgamate and consolidate its stock, property, business and franchises with those of any other company or society incorporated or chartered for all or any of the like purposes and duly authorized thereto; and the provisions of sections one hundred and one and one hundred and two of *The Companies Act*, and of sections ninety-eight, ninety-nine and one hundred of the said Act, as amended by chapter twenty of the Statutes of 1887, except in so far as they relate to an amalgamation, union or consolidation with any building, savings or loan company or society, shall, so far as they are applicable, be incorporated with this Act, form part thereof and be construed therewith as forming one Act. Amalgamation. Certain sections of "The Companies Act" to apply. Exception.

12. *The Companies Clauses Act*, except sections eighteen and thirty-nine, shall apply to the Company. R.S.C., c. 118.

13. Nothing in this Act shall in any respect impair any of the powers which the Company has at the time of the passing of this Act. Powers not impaired.



CLAUSES OF THE "RAILWAY ACT."

Incorporated, in so far as the same are not inconsistent with or repugnant to any of the provisions of the foregoing Acts.

CONSOLIDATED STATUTES OF CANADA.

CAP. LXVI.

An Act respecting Railways.

HER Majesty, by and with the advice and consent of the Legislative Council and Assembly of Canada, enacts as follows :

I. APPLICATION OF ACT.

Name by which it shall be cited. **1.** Whenever this Act is referred to in citing the same, it shall be sufficient to use the expression "*The Railway Act.*" 14, 15 V. c. 51, s. 2.

Application of Act. **2.** When not otherwise expressed, this and the following sections to the one hundred and twenty-fifth shall apply to every railway authorized to be constructed, by any Act passed since the thirtieth day of August, one thousand eight hundred and fifty-one, or by any Act passed after this Act takes effect, and this Act shall be incorporated with every such Act ; and all the clauses and provisions of this Act, unless they are expressly varied or excepted by any such Act, shall apply to the undertaking authorized thereby, so far as applicable to the undertaking, and shall, as well as the clauses and provisions of every other Act incorporated with such Act, form part of such Act, and be construed together therewith as forming one Act. 14, 15 V. c. 51, s. 1.

What shall be sufficient in making an incorporation of this Act with Special Acts. **3.** For the purpose of incorporating this Act or any of its provisions with a Special Act, it shall be sufficient in such Act to enact that the clauses of this Act, with respect to the matter so proposed to be incorporated, referring to the same in the word or words at the head of and introductory to the enactment with respect to such matter, shall be incorporated with such Act, and

thereupon all the clauses and provisions of this Act, with respect to the matter so incorporated shall, save in so far as they are expressly varied or excepted by such Act, form part thereof, and such Act shall be construed as if the substance of such clauses and provisions were set forth therein, with reference to the matter to which such Act relates. 14, 15 V. c. 51, s. 3.

2. INTERPRETATION.

7. 1. The expression "the Special Act," used in this Act, shall be construed to mean any Act authorizing the construction of a railway, and with which this Act is in manner aforesaid incorporated; Interpretation of words, "The Special Act."

2. The word "prescribed," used in this Act in reference to any matter herein stated, shall be construed to refer to such matter as the same is prescribed or provided for in the Special Act; and the sentence in which such word occurs shall be construed as if, instead of the word "prescribed," the expression "prescribed for that purpose in the Special Act" had been used; "Prescribed."

3. The expression "the lands" shall mean the lands which by the Special Act are authorized to be taken or used for the purpose thereof; "The Lands."

4. The expression "the undertaking" shall mean the railway and works, of whatever description, by the Special Act authorized to be executed; "The undertaking"

5. The following words and expressions, both in this and the Special Act, shall have the meanings hereby assigned to them, unless there is something in the subject or context repugnant to such construction, that is to say:

6. The word "lands" shall include all real estate messuages, lands, tenements and hereditaments of any tenure; "Lands."

7. The word "lease" shall include any agreement for a lease. "Lease."

8. The word "toll" shall include any rate or charge or other payment payable under this Act or the Special Act, for any passenger, animal, carriage, goods, merchandize, articles, matters or things conveyed on the railway; "Toll."

9. The word "goods" shall include things of every kind conveyed upon the Railway, or upon steam or other vessels connected therewith; "Goods."

10. The expression "Superior Courts" shall mean the Courts of Chancery, Queen's Bench and Common Pleas in Upper Canada, and the Superior Court in Lower Canada, as the case may be; "Superior Courts."

- "County." 11. The word "County" shall include any union of Counties, County, Riding, or like division of a County in the Province, or any division thereof into separate Municipalities in Lower Canada ;
- "Highways." 12. The word "highways" shall mean all public roads, streets, lanes, and other public ways and communications ;
- "Sheriff." 13. The word "Sheriff" shall include Under Sheriff, or other legal competent Deputy ; and where any matter in relation to any lands is required to be done by any Sheriff or Clerk of the Peace, the expression "the Sheriff," or the expression "Clerk of the Peace," shall in such case be construed to mean the Sheriff or Clerk of the Peace of the District, County, Riding, Division, or place where such lands are situate ; and if the lands in question, being the property of one and the same party, be situate not wholly in one District, County, Riding, Division, or place, the same expression shall be construed to mean the Sheriff or Clerk of the Peace of any such District, County, Riding, Division or place where any part of such lands are situate ;
- "Justice." 14. The word "Justice" shall mean Justice of the Peace acting for the District, County, Riding, Division, City or place where the matter requiring the cognizance of a Justice arises, and who is not interested in the matter ; and where the matter arises in respect of lands being the property of one and the same party, situate not wholly in any one District, County, Riding, Division, City or place, the word "Justice" shall mean a Justice acting for the District, County, Riding, Division, City or place where any part of such lands are situate, and who is not interested in such matter ; and where any matter is authorized or required to be done by two Justices, the expression "two Justices" shall be understood to mean two Justices assembled and acting together ;
- "Owner." 15. The word "owner" where, under the provisions of this Act or the Special Act, any notice is required to be given to the owner of any lands, or where any act is authorized or required to be done with the consent of any such owner, shall be understood to mean any corporation or person who, under the provisions of this Act, or the Special Act, or any Act incorporated therewith, would be enabled to sell and convey lands to the Company ;
- "The Company." 16. The expression "the Company" shall mean the Company or party authorized by the Special Act to construct the railway ;
- "The Railway." 17. The expression "the Railway" shall mean the railway and works by the Special Act authorized to be constructed ;
- "Clause." 18. The word "clause" shall mean any separate section of this Act, or any other Act therein referred to, distinguished by a separate number ;

19. The word "Shareholder" shall mean every subscriber to or holder of stock in the undertaking, and shall extend to and include the personal representatives of the Shareholder. 14, 15 V. c. 51, s. 7. Shareholders

3. INCORPORATION.

8. Every Company established under any Special Act shall be a body corporate under the name declared in the Special Act, and shall be invested with all the powers, privileges and immunities necessary to carry into effect the intentions and objects of this Act and of the Special Act therefor, and which are incident to such Corporation, as are expressed or included in "the Interpretation Act." 14, 15 V. c. 51, s. 8. Companies established under Special Acts, declared to be bodies corporate, &c.

4. POWERS.

9. The Company shall have power and authority :

Powers:

Firstly. To receive, hold and take all voluntary grants and donations of land or other property made to it, to aid in the construction, maintenance and accommodation of the railway, but the same shall be held and used for the purpose of such grants or donations only. 14, 15 V. c. 51, s. 9. To receive grants of land, &c.

Secondly. To purchase, hold and take of any Corporation or person any land or other property necessary for the construction, maintenance, accommodation and use of the Railway, and also to alienate, sell or dispose of the same; Purchase land.

Thirdly. No Railway Company shall take possession of, use or occupy any lands vested in Her Majesty, without the consent of the Governor-in-Council; but with such consent any such Company may take and appropriate for the use of their Railway and works, but not alienate, so much of the wild lands of the Crown lying on the route of the Railway as have not been granted or sold, and as may be necessary for such railway, as also so much of the public beach or of the land covered with the waters of any lake, river, stream or canal, or of their respective beds, as is necessary for making and completing and using their said railway and works, but nothing in this sub-section contained shall apply to the thirty and thirty-first paragraph of the eleventh section of this Act. 14, 15 V. c. 51, s. 9, No. 3.—16 V. c. 169, s. 8. Occupy public lands, beaches, &c.

Fourthly. To make, carry or place the railway across or upon the lands of any corporation or person on the line of the railway, or within the distance from such line stated in the Special Act, although through error or other cause, the name of such party has not been entered in the book of reference hereinafter mentioned, or although some other party has been erroneously mentioned as the owner of or entitled to convey, or is interested in such lands; Carry railway across lands of corporations, and others.

And across or
along streams,
&c.

Fifthly. To construct, maintain and work the railway across, along, or upon any stream of water, water course, canal, highway or railway which it intersects or touches; but the stream, water course, highway, canal or railway so intersected or touched, shall be restored by the Company to its former state, or to such state as not to impair its usefulness;

Complete rail-
way, with one or
more tracks, &c.

Sixthly. To make, complete, alter and keep in repair the railway with one or more sets of rails or tracks, to be worked by the force and power of steam, or of the atmosphere, or of animals, or by mechanical power, or by any combination of them;

Erect necessary
buildings,
wharfs, &c.

Seventhly. To erect and maintain all necessary and convenient buildings, stations, depots, wharves and fixtures, and from time to time to alter, repair or enlarge the same, and to purchase and acquire stationary or locomotive engines and carriages, waggons, floats and other machinery and contrivances necessary for the accommodation and use of the passengers, freights and business of the railway;

Branch railways.

Eighthly. To make branch railways, if required and provided by the Special Act, and to manage the same, and for that purpose to exercise all the powers, privileges and authorities necessary therefor, in as full and ample a manner as for the railway;

All other matters
and things neces-
sary for railway

Ninthly. To construct, erect and make all other matters and things necessary and convenient for the making, extending and using of the Railway, in pursuance of and according to the meaning and intent of this Act, and of the Special Act;

Convey persons
and goods on
railways

Tenthly. To take, transport, carry and convey persons and goods on the Railway, to regulate the time and manner in which the same shall be transported, and the tolls and compensation to be paid therefor, and to receive such tolls and compensation.

Borrow money,
&c.

Eleventhly. To borrow from time to time, either in this Province or elsewhere, such sums of money as may be expedient for completing, maintaining and working the Railway, and at a rate of interest not exceeding eight per cent. per annum, and to make the Bonds, Debentures or other securities granted for the sums so borrowed, payable either in currency or in sterling, and at such place or places within this Province or without as may be deemed advisable, and to sell the same at such prices or discount as may be deemed expedient, or be necessary, and to hypothecate, mortgage or pledge the lands, tolls, revenues and other property of the Company for the due payment of the said sums and the interest thereon, but no such debenture shall be for a less sum than one hundred dollars;

Enter upon Her
Majesty's lands,
&c.

Twelfthly. To enter into and upon any lands of Her Majesty without previous license therefor, or into and upon the

lands of any Corporation or person whatsoever, lying in the intended route or line of the Railway ;

Thirteenthly. To make surveys, examinations, or other necessary arrangements on such lands necessary for fixing the site of the Railway, and to set out and ascertain such parts of the lands as are necessary and proper for the Railway ; Make surveys of lands.

Fourteenthly. To fell or remove any tree standing in any woods, lands or forests, where the Railway passes, to the distance of six rods from either side thereof ; Remove trees.

Fifteenthly. To cross, intersect, join and unite the Railway with any other Railway at any point on its route, and upon the lands of such other Railway, with the necessary conveniences for the purposes of such connection ; and the owners of both Railways may unite in forming such intersection, and grant the facilities therefor ; and in case of disagreement upon the amount of compensation to be made therefor, or upon the point or manner of such crossing and connection, the same shall be determined by Arbitrators to be appointed by a Judge of one of the Superior Courts in Lower Canada or Upper Canada, as the case may be ; 14, 15 V. c. 51, s. 9, No. 15, *See* 22 V. c. 4, s. 2. Unite with other railways.

10. GENERAL MEETINGS.

30. The Shareholders may assemble together at general meetings for purposes connected with or belonging to the undertaking, and at any annual general meeting, and may elect Directors in the manner provided by the next succeeding clause. 14, 15, V. c. 51, s. 15. Shareholders may hold general meetings.

11. PRESIDENT AND DIRECTORS—THEIR ELECTION AND DUTIES.

31. A Board of Directors of the undertaking to manage its affairs, the number whereof shall be stated in the Special Act, shall be chosen annually by a majority of the Shareholders voting at such election at a general meeting, the time and place for which shall be appointed by the Special Act, and if such election is not held on the day so appointed, the Directors shall notify and cause such election to be held within thirty days after the day appointed. 14, 15 V. c. 51, s. 16. Board of Directors.

32. On the day so notified, no person shall be admitted to vote except those who would have been entitled to vote had the election been held on the day when it ought to have been held. 14, 15 V. c. 51, s. 16. Who entitled to vote.

33. Vacancies in the Board of Directors shall be filled in the manner prescribed by the By-laws. 14, 15 V. c. 91, s. 16. Vacancies, how to be filled up.

Who qualified
be a Director.

34. No person shall be a Director unless he is a Stockholder, owning stock absolutely in his own right, and qualified to vote for Directors at the election at which he is chosen. 14, 15 V. c. 51, s. 16.

Calling of special meetings,
&c.

35. The method of calling general meetings, and the time and place of the first meeting of Stockholders for the appointment of Directors, shall be determined and settled in the Special Act.

Votes to be in
proportion to
shares.

36. The number of votes to which each Shareholder shall be entitled on every occasion when the votes of the members are to be given, shall be in the proportion to the number of shares held by him, unless otherwise provided by the Special Act.

Shareholders
may vote by
proxy.

37. All Shareholders, whether resident in this Province or elsewhere, may vote by proxy, if they see fit; Provided that such proxy produce, from his constituent, an appointment in writing, in the words or to the effect following, that is to say:

I, _____, of _____, one of the Shareholders of the _____, do hereby appoint _____, of _____, to be my proxy, and in my absence to vote or give my assent to any business, matter or thing relating to the said undertaking, that may be mentioned or proposed at any meeting of the Shareholders of the said Company, or any of them, in such manner as he, the said _____, thinks proper. In witness whereof, I have hereunto set my hand and seal, the _____ day of _____, in the year _____.

Votes by proxy
to be valid.

38. The votes by proxy shall be as valid as if the principals had voted in person; and every matter or thing proposed or considered in any public meeting of the Shareholders shall be determined by the majority of votes and proxies then present and given, and all decisions and acts of any such majority shall bind the Company, and be deemed the decisions and acts of the Company.

Term of office of
Directors.

39. The Directors first appointed, or those appointed in their stead, in case of vacancy, shall remain in office until the next annual election of Directors at the time appointed therefor, at which time an annual general meeting of the Shareholders shall be held to choose Directors for the ensuing year, and generally to transact the business of the Company.

Vacancies how
supplied.

40. In case of the death, absence or resignation of any of the Directors, others may be appointed in their stead by the surviving Directors; but if such appointment be not made, such death, absence or resignation shall not invalidate the acts of the remaining Directors. 14, 15 V. c. 51, s. 16.

President.

41. The Directors shall, at their first or at some other meet-

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ing, after the day appointed for the annual general meeting, elect one of their number to be the President of the Company, who shall always, when present, be the Chairman of and preside at all meetings of the Directors, and shall hold his office until he ceases to be a Director, or until another President has been elected in his stead; and they may in like manner elect a Vice-President, who shall act as Chairman in the absence of the President.

42. The Directors at any meeting at which not less than a quorum, to be settled by the Special Act, are present, shall be competent to use and exercise all and any of the powers vested in the Directors.

43. The act of a majority of a quorum of the Directors present at any meeting regularly held, shall be deemed the act of the Directors. *Ibid.*, s. 16, No. 7.

44. No Director shall have more than one vote at any meeting except the Chairman, who shall, in case of a division of equal numbers, have the casting vote.

45. The Directors shall be subject to the examination and control of the Shareholders at their annual meetings, and be subject to all By-laws of the Company, and to the orders and directions from time to time made at the annual or at any special meetings, such orders and directions not being contrary to any express directions or provisions of this Act or the Special Act.

46. No person holding any office, place or employment in or being concerned or interested in any contracts under or with the Company, shall be capable of being chosen a Director, or of holding the office of Director, "nor shall any person being a Director of the Company enter into, or be directly or indirectly, for his own use and benefit, interested in any contract with the Company, not relating to the purchase of land necessary for the Railway, or be or become a partner of any contractor with the Company; and no contracts for works of construction or maintenance of Railways, except works of ordinary repair, or of immediate necessity, shall be entered into until after tenders for such works respectively have been invited by public notice therefor, given for at least four weeks in some newspaper published in the place nearest to the work required to be done; but no Company shall be compelled to accept of any such tender; and in the event of any such contract made since the thirtieth of June, one thousand eight hundred and fifty eight, or made after this Act takes effect, by or on behalf of any Director, an action shall lie in any Court of Common Law, or other Court of competent jurisdiction, against such Director, at the suit of any Shareholder or Stockholder of the Company, for the benefit of the funds thereof, for the whole amount of profit accruing to such Director from the Contract so made or fulfilled." 14, 15 V. c. 51, s. 16, No. 8.—22 V. c. 4, s. 1.

By-laws for
management of
stock, &c.

47. The Directors shall make By-laws for the management and disposition of the stock, property, business and affairs of the Company, not inconsistent with the laws of this Province, and for the appointment of all officers, servants and artificers, and prescribing their respective duties. *Ibid.*, s. 16, No. 9.

12. CALLS.

Calls.

48. The Directors may from time to time make such calls of money upon the respective Shareholders, in respect of the amount of Capital respectively subscribed or owing by them, as they deem necessary, and thirty days' notice at the least shall be given of each call, and no call shall exceed the prescribed amount determined in the Special Act, or be made at a less interval than two months from the previous call, nor shall a greater amount be called in, in any one year, than the amount prescribed in the Special Act. *Ibid.*, No. 10.

Notice of meet-
ings how pub-
lished.

49. All notices of Meetings or of calls upon the Shareholders of the Company shall be published weekly in the *Canada Gazette*, and the said Gazette shall, on production thereof, be conclusive evidence of the sufficiency of such notices. *Ibid.*, No. 24.

Payment of calls
how to be made.

50. Every Shareholder shall be liable to pay the amount of the call so made in respect of the shares held by him to the persons and at the times and places from time to time appointed by the Company or the Directors.

Interest to be
chargeable on
unpaid calls.

51. If before or on the day appointed for payment, any Shareholder does not pay the amount of the call, he shall be liable to pay interest for the same, at the rate of six per cent. per annum, from the day appointed for the payment thereof to the time of the actual payment.

Amount of call
may be recover-
able by suit.

52. If at the time appointed for the payment of any call, any Shareholder fails to pay the amount of the call, he may be sued for the same, in any Court of Law or Equity having competent jurisdiction, and the same may be recovered with lawful interest from the day on which the call became payable.

What formalities
necessary in ac-
tions for calls.

53. In any action or suit to recover any money due upon any call, it shall not be necessary to set forth the special matter, but it shall be sufficient to declare that the Defendant is the holder of one share or more, stating the number of shares, and is indebted in the sum of money to which the calls in arrear amount, in respect of one call or more upon one share or more, stating the number and amount of each of such calls, whereby an action hath accrued to the Company by virtue of the Special Act.

Certificate of
proprietorship
prima facie evi-
dence.

54. The Certificate of Proprietorship of any share shall be admitted in all Courts, as *prima facie* evidence of the title of any Shareholder, his executors, administrators, successors or assigns, to the share therein specified.

55. But the want of such Certificate shall not prevent the holder of any share from disposing thereof.

56. Any persons neglecting or refusing to pay a rateable share of the calls as aforesaid, for the space of two months after the time appointed for the payment thereof, shall forfeit their respective shares in the undertaking, and all the profit and benefit thereof; all which forfeitures shall go to the Company for the benefit thereof.

Penalty for refusal to pay calls.

57. No advantage shall be taken of the forfeiture, unless the same is declared to be forfeited at a General Meeting of the Company, assembled at any time after such forfeiture incurred.

Forfeiture of share to be taken advantage of only at a general meeting.

58. Every such forfeiture shall be an indemnification to and for every Shareholder so forfeiting against all actions, suits or prosecutions whatever, commenced or prosecuted for any breach of contract or other agreement between such Shareholder and the other Shareholders with regard to carrying on the undertaking.

Effect of forfeiture as to liabilities.

59. The Directors may sell, either by public auction or private sale, and in such manner and on such terms as to them seem meet, any shares so declared to be forfeited, and also any shares remaining unsubscribed for in the Capital Stock of the Company, or pledge such forfeited or unsubscribed shares for the payment of loans or advances made or to be made thereon, or of any sums of money borrowed or advanced by or to the Company.

Directors may sell forfeited shares by auction.

60. A Certificate of the Treasurer of the Company that the forfeiture of the shares was declared, shall be sufficient evidence of the fact, and of their purchase by the purchaser, and such certificate with the receipt of the Treasurer for the price of such shares, shall constitute a good title to the shares, and the Certificate shall be by the said Treasurer enregistered in the name and with the place of abode and occupation of the purchasers, and shall be entered in the Books required to be kept by the By-laws of the Company, and such purchaser shall thereupon be deemed the holder of such shares, and shall not be bound to see to the application of the purchase money, nor shall his title to such shares be affected by any irregularity in the proceedings in reference to such sale, and any Shareholder may purchase any shares so sold.

Certificate of Treasurer to be evidence of forfeiture and of title.

61. Shareholders willing to advance the amount of their shares, or any part of the money due upon the respective shares beyond the sums actually called for, may pay the same, and upon the principal moneys so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect to which such advance is made, the Company may pay interest at the legal rate of interest for the time being, as the Shareholders paying such sum in advance and

Interest may be allowed to Shareholders paying money in advance on their shares.

the Company agree upon ; but such interest shall not be paid out of the Capital subscribed.

Directors to cause annual accounts to be kept.

62. The Directors shall cause to be kept, and annually on the thirty-first day of December shall cause to be made up and balanced, a true, exact and particular account of the money collected and received by the Company, or by the Directors or Managers thereof, or otherwise, for the use of the Company, and of the charges and expenses attending the erecting, making, supporting, maintaining and carrying on of the undertaking, and of all other receipts and expenditures of the Company or the Directors.

Declaration of dividend.

63. At the general meetings of the Shareholders of the undertaking, from time to time holden, a dividend shall be made out of the clear profits of the undertaking, unless such meetings declare otherwise.

At so much per share.

64. Such dividend shall be at and after the rate of so much per share upon the several shares held by the Shareholders in the Stock of the Company, as such meeting think fit to appoint or determine.

Dividends not to impair the Capital.

65. No dividend shall be made whereby the Capital of the Company is in any degree reduced or impaired, or be paid thereout, nor shall any dividend be paid in respect of any share, after a day appointed for payment of any call for money in respect thereof until such call has been made.

Directors may pay interest on sums called up in respect of shares.

66. The Directors may, in their discretion, until the Railroad is completed and opened to the public, pay interest at any rate not exceeding six dollars per hundred dollars per annum, on all sums called up in respect of the shares, from the respective days on which the same have been paid, such interest to accrue and be paid at such times and places as the Directors appoint for that purpose.

No interest on Shares in arrear.

67. No interest shall accrue to the proprietors of any share upon which any call is in arrear in respect of such shares or any share to be holden by the same Shareholder while such call remains unpaid, nor shall any interest be paid or taken from the Capital subscribed.

May appoint officers.

68. The Directors shall from time to time appoint such Officers as they deem requisite, and shall take sufficient security by one or more penal Bonds, or otherwise, from the Manager and Officers for the time being, for the safe keeping and accounting by them respectively of the moneys raised by virtue of this Act and the Special Act, and for the faithful execution of their offices, as the Directors think proper.

Vice President to act in the absence of the President.

69. In case of the absence or illness of the President, the Vice-President shall have all the rights and powers of the President, and may sign all Notes, Bills, Debentures, and other Instru-

ments, and perform all acts which by the Regulations and By-Laws of the Company, or by the Acts incorporating the Company, are required to be signed performed and done by the President.

70. The Directors may at any meeting require the Secretary to enter such absence or illness among the proceedings of such meeting, and a Certificate thereof signed by the Secretary shall be delivered to any person or persons requiring the same on payment to the Treasurer of one dollar, and such Certificate shall be taken and considered as *prima facie* evidence of such absence or illness, at and during the period in the said Certificate mentioned, in all proceedings in Courts of Justice or otherwise. 14, 15 V. c. 51. s. 16.

Absence of President may be entered in the minutes and certified, &c.

13 SHARES AND THEIR TRANSFER.

71. Shares in the undertaking may, by the parties, be sold and disposed of by instrument in writing, to be made in duplicate, one part of which shall be delivered to the Directors, to be filed and kept for the use of the Company, and an entry thereof shall be made in a Book to be kept for that purpose; and no interest on the shares transferred shall be paid by the purchaser until such duplicate is so delivered, filed and entered. 14, 15 V. c. 51, s. 17.

Shareholders may dispose of shares.

72. Sales shall be in the form following, varying the names and descriptions of the contracting parties, as the case may require:

Form of sale:

I, A. B., in consideration of the sum of _____, paid to me by C. D., hereby do sell and transfer to him _____ share (or shares) of the stock of the _____, to hold to him the said C. D. his heirs, Executors, Administrators and Assigns, subject to the same rules and orders, and on the same conditions that I held the same immediately before the execution thereof. And I, the said C. D., do hereby agree to accept of the said _____ share (or shares) subject to the same rules, orders and conditions. Witness our hands this _____ day of _____ in the year 18 _____

73. The Stock of the Company shall be deemed personal estate, but no shares shall be transferable until all previous calls thereon have been fully paid in, or the said shares have been declared forfeited for the non-payment of calls thereon, and no transfer of less than a whole share shall be valid. 14, 15 V. c. 51, s. 17.

Stock to be personal estate — Transfer of.

74. If any share in the Company be transmitted by the death, bankruptcy or last will, donation or testament, or by the intestacy of any Shareholder, or by any lawful means other than the transfer hereinbefore mentioned, the party to whom such share is so transmitted, shall deposit in the office of the Company a statement in writing, signed by him, declaring the manner of such transmission, together with a duly certified copy or probate

Transmission of shares other than by transfer, provided for.

of such will, donation or testament, or sufficient extracts therefrom, and such other documents or proof as may be necessary, and without which such party shall not be entitled to receive any share of the profits of the Company, nor vote in respect of any such share as the holder thereof. 14, 15 V. c. 51, s. 17.

15. SHAREHOLDERS.

Shareholders
individually
liable.

80. Each Shareholder shall be individually liable to the Creditors of the Company to an amount equal to the amount unpaid on the Stock held by him, for the debts and liabilities thereof, and until the whole amount of his Stock has been paid up; but shall not be liable to an action therefor before an execution against the Company has been returned unsatisfied in whole or in part, and the amount due on such execution shall be the amount recoverable with costs against such Shareholders. 14, 15 V. c. 51, s. 19.

Stock may be
increased.

81. The original Capital Stock may be increased from time to time to any amount, but such increase must be sanctioned by a vote in person or by proxy, of at least two-thirds in amount of all the Shareholders, at a meeting of them expressly called by the Directors for that purpose, by a notice in writing to each Shareholder, served on him personally, or properly directed to him, and deposited in the Post Office nearest to his place of residence, at least twenty days previous to such meeting, stating the time and place and object of the meeting, and the amount of increase, and the proceedings of such meeting must be entered on the Minutes of the proceedings, and thereupon, the Capital Stock may be increased to the amount sanctioned by such a vote. 14, 15 V. c. 51, s. 19.

Company not to
take stock in
other companies.

82. The funds of the Company shall not be employed in the purchase of any Stock in their own or in any other Company. 14, 15 V. c. 51, s. 19.

16. ACTIONS FOR INDEMNITY, AND FINES AND PENALTIES AND THEIR PROSECUTION.

Limitation of
actions for dam-
ages.

83. All suits for indemnity for any damage or injury sustained by reason of the Railway, shall be instituted within six months next after the time of such supposed damage sustained, or if there be continuation of damage, then within six months next after the doing or committing such damage ceases, and not afterwards; and the Defendants may plead the general issue and give this Act and the Special Act and the special matter in evidence at any trial to be had thereupon, and may prove that the same was done in pursuance of and by authority of this Act and the Special Act, 14, 15 V. c. 51, s. 20.

85. All persons wilfully and maliciously, and to the prejudice of the Railway, breaking, throwing down, damaging or destroying the same, or any part thereof, or any of the buildings, stations, depots, wharves, vessels, fixtures, machinery or other works or devices incidental and relative thereto, or connected therewith, or doing any other wilful hurt or mischief, or wilfully or maliciously obstructing or interrupting the free use of the Railway, vessels or works, or obstructing, hindering or preventing the carrying on, completing, supporting and maintaining the Railway, vessels or works, shall be guilty of a misdemeanor, unless the offence committed amounts, under some other Act or Law, to a felony, in which case such person shall be guilty of a felony, and the Court by and before whom the person is tried and convicted, may cause such person to be punished in like manner as persons guilty of misdemeanor or felony (*as the case may be*) are directed to be punished by the laws in force in this Province. 14, 15 V. c. 51, s. 20.

Penalty on persons damaging Railway.

86. All fines and forfeitures imposed by this Act or the Special Act, or by any By-law, the levying and recovering of which are not particularly herein directed, shall, upon proof of the offence before any one or more Justice or Justices of the Peace for the District, County or place where the act occurred, either by the confession of the party, or by the oath or affirmation of any one credible witness, to be administered without fee or reward, be levied by distress and sale of the offender's goods and chattels, by Warrant under the hand and seal or hands and seals of such Justice or Justices. 14, 15 V. c. 51, s. 20.

Fines how recovered.

87. All fines, forfeitures and penalties, the application whereof is not hereinbefore particularly directed, shall be paid into the hands of the Treasurer of the Company, to be applied to the use thereof, and the overplus of the money so raised, after deducting the penalty and the expenses of the levying and recovering thereof, shall be returned to the owner of the goods so distrained and sold. 14, 15 V. c. 51, s. 20.

How applicable.

88. In case sufficient goods and chattels whereof to levy the penalty and expense, are not found, the offender shall be sent to the Common Gaol for the County or District in which he has been convicted, there to remain without bail or mainprize, for such term, not exceeding one month, as the Justice or Justices think proper, unless the penalty or forfeiture, and all expenses attending the same, be sooner paid and satisfied.

When party may be committed.

89. Every such person or persons may, within four months after the conviction, appeal against the same to the Court of General Quarter Sessions, to be holden in and for the County or District. 14, 15 V. c. 51, s. 20.

Appeal.

90. All contraventions of this Act or of the Special Act, by the Company or by any other party, for which no punishment or penalty is herein provided, shall be a misdemeanor, and shall be

Contravention of this Act, &c., to be a misdemeanor.

punishable accordingly ; but such punishment shall not exempt the Company, if they be the offending party, from the forfeiture by this Act and the Special Act, of the privileges conferred on them by the said Acts, if by the provisions thereof or by law, the same be forfeited by such contravention. 14, 15 V. c. 51, s. 20.

25. PENAL CLAUSES.

Punishment of persons doing anything to Railway with intent to injure persons or property.

And if such damage be actually done,

And if any person be killed or his life be lost, the offence to be manslaughter.

Punishment.

Committing any injury, stoppage, &c., to be a misdemeanor.

152. If any person wilfully and maliciously displaces or removes any Railway switch or rail of any Railroad, or breaks down, rips up, injures or destroys any Railroad track or Railroad bridge or fence of any Railroad, or any portion thereof, or places any obstruction whatsoever on any such rail or Railroad track, or bridge, with intent thereby to injure any person or property passing over or along such Railroad, or to endanger human life, such person shall be guilty of misdemeanor, and shall be punished by imprisonment with hard labor in the Common Gaol of the Territorial Division in which such offence is committed or tried, for any period not exceeding one year from conviction thereof ; and if in consequence of such act done with the intent aforesaid, any person so passing over and along such Railroad, actually suffers any bodily harm, or if any property passing over and along such Railroad be injured, such suffering or injury shall be an aggravation of the offence, and shall render the offence a felony, and shall subject the offender to punishment by imprisonment in the Penitentiary for two years or in any other prison or place of confinement for any period exceeding one year and less than two years. 16 V. c. 169, s. 1.

153. If any person wilfully and maliciously displaces or removes any Railway switch or rail of any Railroad, or breaks down, rips up, injures or destroys any Railroad track or Railroad bridge or fence of any Railroad or any portion thereof, or places any obstruction whatever on any such rail or Railroad track or bridge, or does or causes to be done any act whatever whereby any engine, machine or structure, or any matter or thing appertaining thereto, is stopped, obstructed, impaired, weakened, injured or destroyed, with intent thereby to injure any person or property passing over or along such Railroad, and if in consequence thereof, any person be killed or his life be lost, such person so offending shall be guilty of manslaughter, and being found guilty, shall be punished by imprisonment in the Penitentiary for any period not more than ten or less than four years. 16 V. c. 169, s. 2.

154. If any person wilfully and maliciously does or causes to be done, any act whatever whereby any building, fence, construction or work of any Railroad, or any engine, machine or structure of any Railroad, or any matter or thing appertaining to the same, is stopped, obstructed, impaired, weakened, injured or destroyed, the person so offending shall be guilty of a misdemeanor, and be punished by imprisonment with hard labor not

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exceeding one year, in the Common Gaol of the Territorial Division in which the offence was committed or has been tried. 16 V. c. 169, s. 3.

155. Every person wilfully obstructing any Railway Inspector in the execution of his duty shall, on conviction before a Justice of the Peace having jurisdiction in the place where the offence has been committed, forfeit and pay for every such offence any sum not exceeding forty dollars, and in default of payment of any penalty so adjudged, immediately, or within such time as the said Justice of the Peace appoints, the same Justice or any other Justice having jurisdiction in the place where the offender resides, may commit the offender to prison for any period not exceeding three months; but such commitment shall be determined on payment of the amount of the penalty; and every such penalty shall be returned to the next ensuing Court of Quarter Sessions in the usual manner. 20 V. c. 12, s. 3.

Punishment of persons obstructing Inspectors in the execution of their duty.

156. Every Railway Company, shall, as soon as possible after the receipt of any order or notice of the Board of Railway Commissioners, give cognizance thereof to each of its officers and servants, in one or more of the ways mentioned in the one hundred and sixty-third section of this Act. 20 V. c. 12, s. 15.

Company to notify orders of Boards to its officers, &c.

157. All orders of the said Board of Railway Commissioners shall be considered as made known to the said Railway Company by a notice thereof signed by the Chairman and countersigned by the Secretary of the said Board, and delivered to the President, Vice-President, Managing Director, Secretary or Superintendent of the said Company, or at the office of the said Company. 20 V. c. 12, s. 15.

What to be deemed sufficient notice thereof.

158. If any officer or servant of, or person employed by any Railway Company, wilfully or negligently contravenes any By-law or Regulation of the Company lawfully made and in force, or any Order or Notice of the Board of Railway Commissioners, and of which a copy has been delivered to him, or has been posted up or open to his inspection in some place where his work or his duties, or any of them, are to be performed, then if such contravention causes injury to any property or to any person or exposes any property or any person to the risk of injury, or renders such risk greater than it would have been without such contravention, although no actual injury occurs, such contravention shall be a misdemeanor, and the person convicted thereof shall in the discretion of the Court before whom the conviction is had, and according as such Court considers the offence proved to be more or less grave, or the injury or risk of injury to person or property to be more or less great, be punished by fine or imprisonment, or both, so as no such fine exceeds four hundred dollars, nor any such imprisonment the term of five years; and such imprisonment, if for two years or upwards, shall be in the Provincial Penitentiary. 19, 20 V. c. 11, s. 1.

Punishment of officers, &c., contravening By-laws, &c.

Penalty.

159. If such contravention does not cause injury to any property or person, nor expose any person or property to the risk of injury, nor make such risk greater than it would have been without such contravention, then the officer, servant or other person guilty thereof, shall thereby incur a penalty not exceeding the amount of thirty days' pay, nor less than fifteen days' pay of the offender from the Company, in the discretion of the Justice of the Peace before whom the conviction is had; and such penalty shall be recoverable with costs before any one Justice of the Peace having jurisdiction where the offence has been committed, or where the offender is found, on the oath of one credible witness other than the informer. 19, 20 V. c. 11, s. 1.

Application of

160. One moiety of such penalty shall belong to Her Majesty for the public uses of the Province, and the other moiety to the informer, unless he be an officer or servant of, or person in the employ of the Company, in which case he shall be a competent witness and the whole penalty shall belong to Her Majesty for the uses aforesaid. 19, 20 V. c. 11, s. 1.

The Company may pay penalty and deduct from wages.

161. The Company may in all cases under this Act pay the amount of the penalty and costs, and recover the same from the offender or deduct it from his salary or pay. 19, 20 V. c. 11, s. 1.

Company may impose penalties for contravention of By-laws.

162. Any Railway Company may by a By-law impose upon any officer, servant, or person who before the contravention of such By-law has had notice thereof and is employed by the Company, a forfeiture to the Company of not less than thirty days' pay of such officer or servant, for any contravention of such By-law, and may retain any such forfeiture out of the salary or wages of the offender. 19, 20 V. c. 11, s. 2.

How notice of By-laws or Orders may be proved.

163. The notice of the By-law or of any order or notice of the Board of Railway Commissioners may be proved by proving the delivery of a copy thereof to the officer, servant or person, or that he signed a copy thereof, or that a copy thereof was posted in some place where his work or his duties, or some of them, were to be performed. 19, 20 V. c. 11, s. 2

When such proof, &c., to be a defence for the Company.

164. Such proof with a proof of the contravention shall be a full answer and defence for the Company in any suit for the recovery from it of the amount so retained, and such forfeiture shall be over and above any penalty under the preceding sections number one hundred and fifty-eight to one hundred and sixty-one. 19, 20 V. c. 11, s. 2.

BY-LAWS

TO REGULATE THE MANAGEMENT

OF THE

Ottawa City Passenger Railway Company.

The Directors of the Ottawa City Passenger Railway Company, in pursuance of the powers in them vested, do hereby make and enact the following By-laws, Rules, Orders and Regulations, that is to say:—

THE STOCKHOLDERS.

2. The Annual General Meeting of the Stockholders of the Company shall be held at the office of the Company, on the third Tuesday of December, in each year, at twelve o'clock noon, or at such other hour as the Directors may appoint; at which meeting shall be exhibited the annual Financial Statement of the affairs of the Company made up to the 1st December preceding and a report of operations by the Directors thereof.

3. At all such Annual Meetings an Auditor shall be appointed, for the purpose of auditing and verifying the accounts of the current year, and such Auditor shall not necessarily be a Stockholder.

4. Special General Meetings of the Stockholders of the Company shall be called by the Secretary whenever he shall be ordered to call such Meeting by a Resolution of the Board of Directors; and also, whenever the Directors shall be required so to do by a requisition in writing, signed by Stockholders in the Company holding two-thirds of the subscribed Stock thereof; but, in every such case, such resolution or requisition, as the case may be, shall contain a distinct statement of the purpose for which such Special Meeting is called, and no other business shall be transacted at such Meeting than such as shall be mentioned in such statement.

5. Public notice of every General Meeting of the Stockholders of the Company shall be given, by advertising the same in two newspapers published in the City of Ottawa, by at least three insertions in each, the first of which insertions shall be at least

six days previous to the day fixed for such Meeting, and if such meeting be the Annual General Meeting, such notice may be in general terms; but if the Meeting to be held be a Special General Meeting, then such advertisement shall contain the same statement of the purpose for which such Meeting is to be held, as is contained in the resolution or requisition, as the case may be, under which such Special Meeting is called.

6. If, from any cause, the Annual General Meeting of Stockholders shall not be held, or legal notice thereof shall not have been given; or if, from any cause the election of Directors shall not take place on the day fixed by law for that purpose; it shall be the duty of the Directors for the previous year, who shall remain in office until their successors are elected, to cause a Special General Meeting of the Stockholders to be called and held as soon as may be thereafter, for the purpose of transacting the business of the Annual Meeting; and at such Meeting Directors may be elected, and all other matters or things may be passed upon and done, as if such Meeting were in fact the Annual General Meeting of the Stockholders of the Company.

7. At all Meetings of Stockholders the questions shall be decided by a majority of votes, every share being entitled to a vote, and all proprietors of shares may vote by proxy, as he, she or they may see fit, provided that such proxy be a Stockholder in the Company, and produce from his constituent, or constituents, an appointment in writing to that effect, in the following words, or in words equivalent thereto, viz:—

..... of, one of the Shareholders of the Ottawa City Passenger Railway Company, do hereby appoint..... to be my Proxy, (he being a Shareholder, as required by By-law) and in my absence to vote or give my assent to, or dissent from, any business matter or thing, relating to the said undertaking, that shall be mentioned or proposed at any Meeting of the Shareholders of said Company, or any of them, in such manner as he, the said..... shall think proper.

Ottawa,.....18

8. No party shall be entitled to vote upon any share or shares, on which any regular instalments have become due and remain unpaid.

9. At any Annual Meeting it shall be competent to the Shareholders present to determine and vote an annual amount for the remuneration of the President and Directors.

THE DIRECTORS

10. The Directors at their first meeting after their election shall elect one of their number to be President, and may elect another to be Vice-President for ensuing year.

11. It shall be the duty of the President to preside at all Meetings of the Board of Directors, and of the Shareholders; to attend generally to the executive business of the Company, under the direction of the Board; and he shall be *ex-officio* a Member of all Committees, and no cheque, bond, certificate of stock, contract, or any other instrument in writing, shall be binding or obligatory on the Company unless signed by the President and countersigned by the Secretary.

12. In the absence of the President, the Vice-President shall have all the powers and perform all the duties of the President; and in such case his signature shall have the same force and validity as that of the President; and if the President shall be absent from any Meeting of Directors, the Vice-President, if present, shall preside,—and in the absence of both, one of the other Directors shall be named acting President, and shall be invested with the powers and perform the duties of president for the time being.

13. The Directors shall hold regular Monthly Meetings, and Special Meetings of the Directors shall be called by the Secretary whenever he shall receive an order from the President, or in his absence, from the Vice-President, or a requisition in writing, from any three Directors to that effect; but such meetings shall not be valid unless notice shall have been given to every Director of such Meeting on the day previous thereto, or notice shall have been mailed to his address at Ottawa or elsewhere on the day before the day fixed for such Meeting,

14. Three Directors shall form a Quorum of the Board.

15. No person having, directly or indirectly, any interest in any contract with the Company shall be a Director thereof; and if, at any time, any Director shall acquire, or come to hold such an interest, he shall, *ipso facto*, cease to be a Director of the Company, and his office shall become vacant within the meaning of the Act of Incorporation, and another person, duly qualified, shall be forthwith elected a Director in his place.

16. It shall be the duty of the Directors, from time to time, to declare such Dividends upon the Capital Stock of the Company, or upon such portion thereof as shall have been subscribed for and paid up, as they shall deem fit, provided always, that such Dividends shall only be declared when they shall be warranted by the actual profit made by the Company.

17. The Board of Directors shall have full power to fix and determine all salaries and remunerations to be accorded to the Auditor, Officers and Servants of the Company, and to alter and vary the same as they may deem fit.

CALLS.

18. The Directors shall have power, with the sanction of the Shareholders obtained at any General Meeting, to issue new Stock within the amount limited by Act of Incorporation; and to make the same payable in Cash at any time, not less than one month from the time such stock shall be subscribed for, provided, however, that nothing herein contained shall prevent the Directors from making Calls payable in monthly instalments of 10 per cent. each, if they see fit to do so.

19. The Shareholders shall be held and bound to pay the Call or Calls at the time or times named in a public notice to be given, and in default of so doing, the Directors may charge interest on the overdue instalments at the rate of the last declared Dividend.

20. Any Share, or Shares, upon which any instalment remains overdue and unpaid for a period of fourteen days, may be declared forfeited by a resolution of the Board of Directors, who shall have the power, after one month's notice of such resolution by letter through the Post Office to the usual address of the party subscribing for such Share, or Shares, to sell the same for the benefit of such Shareholders in said Company, in proportion to their respective interests; and such party subscribing shall have no claim whatever for or in respect to such Share, or Shares, that shall be thus sold, or for any payment he or they may have made thereon.

21. Books for the Registry and Transfer of Shares and of the Addresses of the Shareholders shall be kept by the Secretary at the Office of the Company and in such other custody and place as shall from time to time be directed by the Board, and shall be closed once in each year from the fifteenth day of August until the first Wednesday of September following. New certificates of such stock so transferred may be issued by the Secretary, if required, upon the delivery and cancelling of the former certificates.

22. No Transfer of any Stock, of which any portion remains unpaid, shall be made or be valid while any overdue Call thereon is unpaid, nor until any Call then made, and falling due within eight days thereafter (if there be any) shall also be paid.

23. No Transfer of Stock shall be made or be valid at any time within fifteen days next previous to the time fixed for the payment of any Dividend.

24. The Scrip Certificate of paid up Stock shall be in the following form:—

OTTAWA CITY PASSENGER RAILWAY COMPANY.

Capital Stock \$100,000.

5,000 Shares of \$20 each.

No. of Certificate.....

THIS IS TO CERTIFY that.....
is the holder of.....Shares
 in the Capital Stock of the Ottawa City Passenger Railway
 Company of Ottawa, whereof the full value of Twenty Dollars
 per Share has been paid, transferable only on the Books of the
 Company in person, or by Attorney.

OTTAWA,.....18

{ COMPANY'S
SEAL. }.....President.
Secretary.

25. The Transfer of Stock shall be made upon the books of
 the Company, in the following form :—

FOR VALUE RECEIVED from.....
 of.....do hereby assign and transfer unto
 the said.....Shares
 (on each of which has been paid.....Dollars,
 amounting to the sum of.....Dollars) in the
 Capital Stock of the Ottawa City Passenger Railway Company,
 Subject to the Rules and Regulations of the said Company.

WITNESS.....hand, at the Company's Office, this day
 of.....in the year one thousand eight hundred and

I,.....of.....
 do hereby accept the foregoing Assignment of.....
 Shares in the Stock of the Ottawa City Passenger Railway
 Company, assigned to....as above mentioned, at the Company's
 Office, this.....day of.....one thousand
 eight hundred and.....

26. The Accounting Department and Office business shall
 be managed by a Secretary appointed by the Directors. It shall
 be his duty to attend the Meetings of the Board of Directors,
 keep a regular record of its proceedings, and give notice of
 Stated and Special Meetings. He shall countersign all Cheques,
 Bonds, Certificates of Stock, Contracts, and other instruments,
 when signed by the President or Vice-President, as the case may
 be; shall have custody of the Seal of the Company; shall keep
 and have charge of the books, records, securities, muniments, and
 accounts, pertaining to the Office; shall conduct the correspon-
 dence and manage the general business of the Company.

The whole under the immediate direction of the President, and under the instruction of the Board of Directors.

27. The Secretary shall prepare a complete Annual Statement of the receipts and disbursements of the financial affairs of the Company up to the first day of December of each year for submission to the stockholders at their Annual General Meeting, on the third Tuesday of December.

28. The President shall have the control and management of the officers and servants of the Company, with power to engage and discharge them from time to time, and to make the necessary rules and regulations for their conduct and guidance.

29. Any change of officers or servants, every alteration in rules and regulations, and all matters connected with the running of the road, shall be regularly reported at the monthly meeting of the Board.

30. No officer of the Company shall pledge the credit of the Company by signing or issuing any note, bond, or other obligation of the Company, except as provided in the By-laws, without the consent of all the Directors.

31. Notwithstanding anything to the contrary heretofore declared, the office of the Company shall, till otherwise determined, be at New Edinburgh.

32. The Board of Directors shall have power from time to time to regulate and determine the rates of fares to be charged in any part of the various districts through which the cars of the Company run.

33. The Board of Directors shall make and publish such rules and regulations for the safety, guidance, and ordering of passengers by the Company's cars, as they may find necessary for the comfort and convenience of the public, and the proper and efficient working of the cars, such rules and regulations being printed and placed in the passenger cars of the Company.

34. These By-laws shall not be altered, amended or repealed at any meeting of the Directors, unless notice of such alteration shall have been given at a previous meeting, and the same be adopted by unanimous consent of the Directors.

IN TESTIMONY WHEREOF the Directors have caused these By-laws, Orders, Rules and Regulations, adopted, made and enacted as aforesaid, the twenty-seventh day of April, in the year of our Lord, one thousand eight hundred and sixty-eight, to be signed by the President, and sealed with the corporate seal of the Company the day and year aforesaid.

THOS. C. KEEFER,
President.

[L.S.]

A. CAMPBELL,

LIEUTENANT-GOVERNOR,

PROVINCE OF ONTARIO.

VICTORIA, by the Grace of God, of the United Kingdom of Great Britain and Ireland, QUEEN, Defender of the Faith, etc., etc., etc.

To all to whom these Presents shall come:—

GREETING:—

Whereas, by the Revised Statute of the Legislature of our Province of Ontario, entitled, "An Act respecting the Incorporation of Joint Stock Companies by Letters Patent," it is provided that the Lieutenant-Governor of our said Province-in-Council may by letters patent under the great seal of our said Province, grant a charter to any number of persons, not less than five, who shall petition therefor, constituting such persons and others who may become shareholders in the company thereby created, a body corporate and politic for any purposes or objects to which the legislative authority of the said Legislature extends, except the construction and working of railways and the business of insurance other than provided by section 4 of "The Ontario Insurance Act," being Chapter 167 of "The Revised Statutes of Ontario, 1887."

And whereas, by petition addressed to our Lieutenant-Governor of Ontario-in-Council, Thomas Ahearn and Warren Young Soper, electricians; William Scott, miller, and Duncan Charles Dewar and Redmond Quain, accountants, all of the City of Ottawa, in the County of Carleton and Province of Ontario, have prayed that a charter may be granted to them, constituting them and such other persons as are or may become shareholders in the proposed company, a body corporate and politic for the purposes and objects following, that is to say:—

(a) Subject to the provisions of "The Street Railway Act," to construct, maintain, complete and operate, and, from time to time, to remove and change as required a double or single iron railway with necessary side-tracks and turn-outs for the passage of cars, carriages and vehicles adapted to the same, upon and along Rideau street, from its intersection with Wurtemberg street; along Rideau street aforesaid to Dufferin Bridge; thence across Dufferin Bridge and along Wellington street to its intersection with Metcalfe street; thence along Metcalfe street to its intersection with Albert street, and thence along Albert street and Wellington street and Broad street to the Canadian Pacific Railway Station; also along Bank street from its intersection with Albert street to

a point one hundred feet beyond the principal gate to the Exhibition Grounds; also from the intersection of Elgin and Wellington streets, along Elgin street to Catherine street, and thence along Catherine street to Bank street; also, from the south side of McTaggart street from the intersection therewith of Cumberland street; on Cumberland street to St. Patrick street; on St. Patrick street to Dalhousie street, and on Dalhousie street to Rideau street; also, from the intersection of St. Patrick street with Cumberland street, along St. Patrick St. aforesaid to St. Patrick St. Bridge, and thence across St. Patrick St. Bridge to Creighton street, thence along Creighton street to Charles street, in Rideau Ward; also along Nicholas street from its intersection with Rideau street to the southern city limits; also along Theodore street from its intersection with Nicholas street to its intersection with Chapel street, or some street east of it, and thence to Rideau street; also to Rochesterville and Mount Sherwood in the direction of the Experimental Farm, from the Richmond Road by way of Preston street; also, from the intersection of Bank street with Ann street, thence along Ann street, Emily street and Bell street to the southern limit of Bell street, and, if required by the said Corporation of the city of Ottawa, from Catherine street along Elgin street to the Exhibition Grounds, in the said City of Ottawa, and upon and along such of the streets, roads, avenues and highways of the Townships of Nepean and Gloucester as the respective Councils of the said Townships, or either of them shall, by by-law authorize, and over and upon any lands in the said city or in the said townships purchased or leased by the Company for that purpose, and to take, transport and carry passengers upon the same, and to construct and to maintain all necessary works, buildings, appliances and conveniences.

(b) To generate, produce and distribute electricity to be used as a motive power and for lighting and heating the Company's offices, stations, cars, stables and railway property generally, and for that purpose to erect the necessary fixtures, including poles and posts for sustaining the cords or wires used by the Company.

(c) To assume, take over, carry out and complete a certain contract made between the Corporation of the said City of Ottawa, of the one part, and the said Thomas Ahearn and Warren Young Soper, of the other part, and dated the fifth day of November, 1890.

(d) To purchase, take on lease, or in exchange hire or otherwise acquire any real or personal property, including mill-sites or water-powers, and any rights or privileges which shall be necessary or convenient for the due carrying out of the said objects of the Company.

(e) To purchase, lease, or otherwise acquire, and undertake all or any part of the business, property, and liabilities of any

person, firm, or company carrying on business which the said Company is authorized to carry on, or possessed of property suitable for the purposes of the said Company.

(f) To purchase or acquire any patents of invention or licenses, to work any invention capable of being used in connection with the said business of the said Company.

(g) To sell, lease, or otherwise dispose of any real or personal property, or any parts thereof, on such terms as the Company may deem fit.

(h) And, generally, to do all such other things as shall be conducive to the attainment of all, or any of the objects aforesaid. The said powers or any of them to be exercised, subject to the provisions of any general laws, or statutes affecting the same, under the name of "The Ottawa Electric Street Railway Company" (limited).

And whereas, it is further stated by the said petition that the amount of the stock taken by each of the applicants is as follows:

By the said Thomas Ahearn, Warren Young Soper and William Scott, each the sum of fifteen thousand dollars, and by the said Duncan Charles Dewar and Redmond Quain, each the sum of one thousand dollars, upon which nothing has been paid in.

And whereas it has been proved to the satisfaction of our Lieutenant-Governor-in-Council that the said applicants have complied with all the requirements of the said Act, as to matters preliminary to the issue of Letters Patent, and that a notice of the said application containing the particulars required by the sixth section of the said Act has been duly given in *The Ontario Gazette*, in accordance with the provisions of the said Act.

And whereas, by the Revised Statute of the Legislature of our said Province of Ontario, entitled, "An Act to authorize the construction of Street Railways," it is further provided that our Lieutenant-Governor-in-Council may by Letters Patent, under the great seal, grant a charter under the Ontario Joint Stock Companies Letters Patent Act aforesaid, incorporating a company for the purpose of constructing and working a street railway or lines of street railway in any local municipality, or in two or more adjoining local municipalities.

Now know ye that, by and with the advice of our Executive Council of our Province of Ontario and under the authority of the hereinbefore in part recited Statutes, and of any other power or authority whatsoever in us vested in this behalf, we do by

these, our Letters Patent, constitute the said Thomas Ahearn, Warren Young Soper, William Scott, Duncan Charles Dewar and Redmond Quain, and each and all such other person or persons as now is, or are, or shall at any time hereafter become a shareholder or shareholders in the said Company, under the provisions of the said Acts, a body corporate and politic, with perpetual succession and a common seal, by the name of "The Ottawa Electric Street Railway Company" (limited), and capable forthwith of exercising all the functions of an incorporated Company for the purposes and objects aforesaid, as if incorporated by a special Act of the Legislature of Ontario, and, by their corporate name, of suing and being sued, pleading and being impleaded in all courts, whether of law or equity, and with the powers in the said Acts more particularly set forth.

And we direct that the capital stock of the said Company be five hundred thousand dollars and be divided into five thousand shares of one hundred dollars each; that the operations of the said Company be carried on in the said City of Ottawa, in the said Townships of Nepean and Gloucester as aforesaid, that the chief place of business of the Company be at the said City of Ottawa, and, that the said Thomas Ahearn, Warren Young Soper and William Scott be the first directors of the said Company.

And we further direct that no parcel of land or interest therein at any time acquired by the said Company and not required for its actual use and occupation, or not held by way of security, or not situate within the limits or within one mile of the limits of any city or town in the said Province, shall be held by the said Company or by any trustee on their behalf for a longer period than seven years after the acquisition thereof, but shall be absolutely sold and disposed of, so that the Company shall no longer retain any interest therein unless by way of security.

And we further direct that any such parcel of land or any interest therein, not within the exceptions hereinbefore mentioned, which shall be held by the said Company for a longer period than seven years, without being disposed of, shall be forfeited to us for the use of our said Province.

And we further direct that no such forfeiture shall take effect or be enforced until the expiration of at least six calendar months after notice in writing to the said Company of the intention of the Government to claim such forfeiture, and it shall be the duty of the Company to give our said Lieutenant-Governor, when required, a full and correct statement of all lands at the date of such statement held by the Company, or in trust for the Company, and subject to this proviso.

And we further direct that the said Company shall be subject to the provisions of said Act, being Chapter 157 of the Revised

Statutes of Ontario, 1887, entitled "An Act respecting the incorporation of Joint Stock Companies by Letters Patent," and to such further and other provisions as the Legislature of Ontario may hereafter deem expedient in order to secure the due management of its affairs and the protection of its shareholders and creditors.

And we further direct that the charter of the said Company shall be forfeited by non-user during three consecutive years at any one time, or if the Company does not go into actual operation within three years after it is granted, and no declaration of such forfeiture by any Act of the Legislature shall be deemed an infringement of such charter.

And we further direct that the charter of the said Company may at any time be declared to be forfeited and may be revoked and made void by order of our Executive Council of our said Province of Ontario on sufficient cause being shown to us in that behalf, and that such forfeiture, revocation and making void may be upon such conditions and subject to such provisions as to us may seem proper.

And we further direct that the said Company shall be subject to the provisions of The Street Railway Act, and that the said Company in prosecuting the purposes and objects of its incorporation may exercise the powers authorized by the said Act.

In testimony whereof we have caused these, our letters, to be made patent, and the great seal of our said Province of Ontario to be hereunto affixed.

Witness the Honourable Sir Alexander Campbell, Knight Commander of our most distinguished Order of St. Michael and St. George, member of our Privy Council for Canada, etc., etc., etc., Lieutenant-Governor of our said Province of Ontario,

At our Government House, in our City of Toronto, in our said Province, this thirteenth day of February, in the year of Our Lord, one thousand eight hundred and ninety-one, and in the fifty-fourth year of our reign.

By command,

(Signed,) G LUMSDEN

Assistant Secretary

CONTRACT

BETWEEN THE

CITY OF OTTAWA

AND THE

OTTAWA ELECTRIC STREET RAILWAY COMPANY.

Whereas, under and by virtue of Chapter 171 of the Revised Statutes of Ontario, certain articles of agreement bearing date the 5th day of November, A.D. 1890, were entered into between the Corporation of the City of Ottawa and Thomas Ahearn and Warren Young Soper, in the words and figures following :--

MEMORANDUM OF AGREEMENT made this fifth day of November, A. D. 1890, between the Corporation of the City of Ottawa, hereinafter called "The Corporation" of the first part, and Thomas Ahearn and Warren Young Soper, both of the City of Ottawa, in the County of Carleton, electricians, hereinafter called "The Contractors" of the second part.

WITNESSETH : That in consideration of the Contractors entering into these presents, the consent, permission and authority of the Corporation is hereby given and granted to the Contractors and their assigns, to construct, complete, maintain and operate during the term of twenty years, from the time from the passing of the by-law giving effect to this agreement, a double and single iron street railway, the propelling power of which shall be electricity (except during the period of winter, when the Contractors may substitute sleighs drawn by horses) with the necessary side-tracks, switches and turn-outs for the passing of cars, carriages and other vehicles adapted to the same, upon and along the streets hereinafter mentioned, in the manner and on the terms and subject to the conditions, restrictions and provisos hereinafter contained; and also subject to the provisions of Chapter 171 of the Revised Statutes of the Province of Ontario, 1887, entitled "An Act to authorize the construction of street railways," not inconsistent herewith.

The Corporation covenant, promise and agree with and to the Contractors and their assigns, and the Contractors for themselves their and each of their executors, administrators and assigns, covenant, promise and agree with and to the Corporation as follows :--

1. The Contractors by this agreement, and on the terms

and conditions, and subject to all the restrictions, provisos and agreements hereinafter contained, and subject to the other provisions of the said statute not inconsistent herewith, are authorized to construct, maintain and operate a street railway, the propelling power of which shall be electricity, as herein provided, upon and along the streets of the City of Ottawa hereinafter mentioned, within the times hereinafter limited for the construction of said railway.

2. That the Contractors shall construct, equip and have in operation on or before the 1st day of August, A. D. 1891, the said railway and the street car service thereon, from the east end of Rideau street at its intersection with Wurtemburg street, and along Rideau street aforesaid to Dufferin Bridge, thence across Dufferin Bridge and along Wellington street to its intersection with O'Connor street, thence along O'Connor street to its intersection with Albert street, and thence along Albert street and Wellington street and Broad street to the Canadian Pacific Railway Station; and on Bank street from its intersection with Albert street to a point 100 feet beyond the principal gate to the Exhibition Grounds; and from the intersection of Elgin and Wellington streets along Elgin street to Catherine street, and thence along Catherine street to Bank street, and from the north end of either Dalhousie or Cumberland street (as the Contractors may determine) to Rideau street.

3. And that the Contractors shall construct, equip and have in operation not later than first June, A. D. 1895, the said railway and the street car service thereon, from the intersection of St. Patrick street with either Dalhousie or Cumberland street (as the Contractors may determine) along St. Patrick street aforesaid to St. Patrick Street Bridge, and thence across St. Patrick Street Bridge to Creighton street, thence along Creighton street to Charles street, in Rideau Ward; and along Nicholas street, from its intersection with Rideau street to the southern city limits; also along Theodore street, from its intersection with Nicholas street to its intersection with Chapel street or some street east of it, and thence to Rideau street; also to Rochesterville and Mount Sherwood, in the direction of the Experimental Farm, from the Richmond Road, by way of Preston street; and from the intersection of Bank street with Ann street, thence along Ann, Emily and Bell streets to the southern limit of Bell street; and (if required by the Corporation) from Catherine street along Elgin street to the Exhibition Grounds.

4. Before and after construction the Contractors may (with the consent of the Corporation) substitute other streets or parts thereof for the purpose of reaching the objective points hereinbefore mentioned; and the Contractors shall also be entitled (with the approval of the Corporation) to extend the street railway service to the other streets of the city, although the same are not herein specially named

5. The Corporation shall grant the Contractors all licenses, rights and privileges necessary for the proper and efficient use by electric power to operate on the said streets the cars in the manner successfully in use elsewhere, including the right to open the said streets for the purpose of inserting and maintaining, and to insert and maintain, poles for supporting the wires conveying electric power, provided that the Corporation is not bound to supply any land, water, or other property whatsoever, or the use of any such.

6. The Contractors are hereby authorized to use passenger and other cars as the Corporation may determine, and to take, transport and carry passengers and baggage upon the same.

7. The Corporation shall not, before the first day of June, A. D. 1895, grant authority to any company, private individual, or firm, to construct and operate a street railway in any other part of Ottawa; and in the event of any company, private individual, or firm thereafter proposing to construct street railways on any of the streets of the City of Ottawa, including the streets mentioned in this agreement and not occupied by the Contractors, and the Corporation determining that there should be street railway service on such streets, the matter and substance of the proposal shall be notified to the Contractors, and the option of constructing such proposed Railways on the conditions contained in this agreement shall be offered to the Contractors, but, if such option shall not be accepted by the Contractors within 30 days thereafter, or if the same having been accepted, the Contractors shall not proceed with the necessary works and complete the same within the time limited by the Corporation, the Corporation may grant the authority to any company organized after the above date, private individual, or firm; and the Corporation and its grantees shall be entitled to cross the lines of the Contractors with such Railways as are authorized by this clause. Provided, that nothing herein contained shall prevent the Corporation granting to the Ottawa City Passenger Railway Company the right to connect any portions of the line of the said Ottawa City Passenger Railway Company that are already constructed on any of the streets of the said City of Ottawa.

8. Except as provided in the immediately preceding clause, the Corporation shall preclude any company, private individual, or firm from constructing lines of street railway, or using the Contractors' lines on any street occupied by the Contractors.

9. Should the Corporation expropriate or purchase the franchise or property of the Ottawa City Passenger Railway Company either in part or in whole, the Contractors shall have the preferential right to acquire the property of the Ottawa City Passenger Railway Company from the Corporation at the price paid for it; and in case of sale to the Contractors by the Corporation, the road and property so acquired shall thereafter be subject to the terms and conditions herein mentioned.

10. The Corporation shall grant the contractors exemption from taxation and all other municipal rates on their franchise, tracks and rolling stock, and other personal property used in and about the working of the railway; also on the income of the Contractors earned from the working of the said railway, for the period of ten years from the date hereof; and for this purpose a by-law shall be passed before the expiration of the first ten years of this concession, renewing the exemption for the further period of ten years after the expiration of the said term of ten years, but this shall not apply to the real estate of the Contractors.

11. The Contractors shall pay to the Corporation annually the sum of four hundred dollars per mile for double track, and three hundred dollars per mile for single track, whichever may be constructed on any of the streets of the said City of Ottawa (the necessary side tracks and turn-outs not to be included as part of the tracks for the payment of mileage), such payments to be made in equal semi-annual instalments, on the first day of February and the first day of August in each year after 1891, the Corporation on their part agreeing to keep the said streets and crossings clean and in good repair, and to maintain all bridges in a condition sufficiently strong for the business of the street railway; provided that the Corporation shall not be liable for any accidents occasioned by the cars, works, wires or tracks of the Contractors, or in the working of the same, or any matter or thing in connection therewith, or for any obstruction, or for any delays for the times required for the purpose of making repairs or new structures that may be necessary.

12. The tracks of the railway and all works necessary for constructing and laying the same shall be built and made in a substantial manner, and according to the best modern practice, under the supervision of the City Engineer or such other officer as the Corporation shall appoint, and to the satisfaction of the Corporation.

13. The railway shall be of the gauge of four feet eight and one-half inches, and the rails shall be of such pattern as shall be approved of by the Corporation, and shall be laid, kept and maintained by the Contractors flush with the streets, and in such manner as shall least obstruct the free and ordinary use of the streets and the passage of vehicles and carriages over the same, the Corporation on their part agreeing to maintain the streets in proper repair and to keep the same up to the grade with which the Contractors are from time to time required to keep their rails flush.

14. The location of the tracks and rails shall be subject to the approval of the Corporation; and the tracks shall conform to the grades of the several streets upon or along which the same are now or shall hereafter be established, and the Contractors shall not in any way alter or change the same.

15. Before breaking up, opening, or interfering with any part of the streets for the purpose of constructing the railway, the Contractors shall give to the Corporation six days' notice in writing of their intention so to do, and no more than 3,000 lineal feet of the streets shall, without authority from the Corporation, be broken up or opened at any one time; and when the work thereon shall have been commenced, the same shall be proceeded with without intermission and as rapidly as the same can be carried on with due regard to the proper and efficient construction of the same.

16. During the construction or repair of the railway, due and proper care shall be taken to leave sufficient space and crossings so that the traffic on the streets and other streets running at right angles thereto shall not be unnecessarily impeded, and that the other courses of the streets shall be left free and unobstructed, and lights, barriers, or watchmen shall be provided and kept by the Contractors when and where the same shall be required to prevent accidents to the public.

17. While the rails are being laid, or any of the works of the Contractors are in course of construction or repair, the Contractors shall cause a free passage to be kept open for carriages and vehicles, and all surplus street material shall be either removed or spread over the streets from which the same shall be taken, as shall be directed by the officer of the Corporation for the time being having charge of the repair of the streets.

18. The Corporation and the officers and the servants thereof shall have the right to take up the streets traversed by the railway either for the purpose of altering the grades thereof, constructing or repairing the drains, sewers, or culverts, or laying down or repairing of gas or water pipes, or for any other purpose for the time being within the powers, privileges, duties and obligations of the Corporation, without being liable to the Contractors for any damage that may thereby be occasioned to the Contractors or the works connected therewith or the working thereof, and the Corporation shall not be liable to the Contractors for any damage the Contractors may sustain from the breaking of sewers or water pipes.

19. The Contractors shall be liable for all damages which may be occasioned to any person by reason of the construction, maintenance, repairs or operations of the railway.

20. The Contractors shall indemnify and keep indemnified, and save harmless the Corporation at all times, from all costs, damages and expenses of every nature and kind whatsoever which the Corporation may be put to or have to pay, by reason of the exercise by the Contractors of their powers or any of them, or by reason of neglect by the Contractors in the executing of their works or any of them, or by reason of the improper or imperfect

execution of their works or any of them, or by reason of the said works becoming unsafe or out of repair, or otherwise howsoever; and should the Corporation incur, pay, or be put to any such costs, damages or expenses, the Contractors shall forthwith upon demand repay the same to the Corporation.

21. In case the Contractors shall fail to keep in a proper and sufficient state of repair the several tracks of the railway so far as the Contractors are under the terms of this agreement liable so to do, the Corporation after one week's notice in writing to the Superintendent, which may be served at the office of the Contractors in Ottawa, may do the said repairs at the expense of the Contractors, and the amount so expended may be recovered from the Contractors in any court of competent jurisdiction.

22. The railway shall not be open to the public or put into operation until the Chief Engineer of the Public Works Department of the Province of Ontario for the time being shall have given his certificate in writing to the Corporation that the road is in a good condition, and has been constructed in all respects conformably with the provisions of this agreement; and should the Contractors at any time permit any portion of the railway to get out of repair, or as in the opinion of the City Engineer it should not be, the Contractors shall not, if so required by the Corporation, operate such part of the railway as may be reported out of repair, until the City Engineer shall further certify that all necessary repairs have been made to his satisfaction.

23. In the event of the Corporation obtaining from the Government of Canada a lease of a water power, the Contractors shall be entitled to a sub-lease at a rental not exceeding the amount paid therefor by the Corporation, of such part thereof as the Corporation may not require to operate a system of street lighting, should the Corporation at any time determine to light the City of Ottawa by electricity as a city work.

24. When it is necessary that the railway should cross the track of any railway company, or any work or property subject to any Government, the Corporation shall join the Contractors in the application to obtain such privilege, the Contractors and the Corporation paying their respective expenses of such application.

25. On the execution of this contract the Contractors shall deposit five thousand dollars with the City Treasurer of the City of Ottawa as a guarantee of good faith, which sum shall be forfeited as liquidated damages to the Corporation if the lines mentioned in the second clause of this agreement are not built by the 1st of August, 1891; provided, that if, through unforeseen circumstances, the Contractors shall be unable to complete that work before the said time, there shall be no forfeiture if the Contractors demonstrate to the satisfaction of the Corporation, that the work is in a fair and reasonably advanced state of pro-

gress. And upon the completion, to the satisfaction of the Corporation, of the lines in the third clause hereof mentioned within the stipulated period, the said sum of \$5,000 with the ordinary bank interest thereon, shall be returned to the Contractors, but not otherwise.

26. The Contractors shall be at liberty to remove the snow from the streets during the winter months for the purpose of continuing the street car service, if the Contractors deem it practicable, provided, however, that the snow shall be kept to a uniform level between the sidewalks on each side of the street, and that snow be left on the roadbed for sleighing to such a depth as may be determined by the Corporation from time to time.

27. Whenever it shall be necessary to remove any snow or ice from the track of the railway, the same shall not be left in heaps, but be spread evenly over the street, or removed, as shall be directed by the officer of the Corporation for the time being charged with the supervision of the street.

28. The Contractors shall not make use of salt for the purpose of removing snow or ice from the railway track.

29. In the event of the contractors using wooden poles for the support of the electric wires on the streets and squares of the City of Ottawa, such poles shall be uniform and shall be dressed, shaped and painted to the satisfaction of the Corporation.

30. Should the Contractors at any time cease to regularly use for the purposes of their railway, for a period of six months, the poles and wires placed in the streets, the Contractors shall forthwith at their own expense remove such poles and wires and put the streets in proper repair, and in default thereof the Corporation may do so and charge the expense thereof to the Contractors.

31. In the summer months the Contractors shall run cars at intervals not exceeding 10 minutes each way on the streets mentioned in the second clause hereof; and at intervals not exceeding 15 minutes each way on the rest of the lines, between the hours of 6 a.m. and 8 p.m.; and every half hour between the hours of 8 p.m. and 11 p.m.; and on special occasions calling for increased service, the Contractors will supply it. During the summer months the cars on the Cumberland or Dalhousie street branch shall begin running at 5:30 a.m. In the winter months the cars shall run at intervals not exceeding 20 minutes each way between the hours of 7 a.m. and 7 p.m.; and every half hour between the hours of 7 p.m. and 10:30 p.m.

32. It shall not be incumbent upon the Contractors to maintain a service between the present Canada Atlantic Railway Station and the Exhibition Grounds by way of Elgin street, from

the 1st October to the 1st May in any year; nor to maintain a service on the Cumberland or Dalhousie street branch during the winter of 1891-92.

33. No higher fare than five cents shall be charged for the conveyance of one passenger from one point to another on the said line and branches thereof within the present City limits; and for children under ten years of age, no higher fare than three cents shall be charged.

34. When cars do not run through from one point to another, the Contractors shall issue transfer tickets without extra charge available for a continuous trip, only to such passengers as require them to reach such points.

35. The Contractors agree to supply to workmen 25 five cent tickets for \$1.00; but the same shall be used only between the hours of 5:30 a.m. and 7 a.m., and between the hours of 6 p.m. and 7 p.m.

36. The Contractors and their servants and officials shall conform to the regulations in the schedule hereto annexed, and such further and other regulations as the Corporation shall from time to time deem requisite or necessary, and enact for the protection of persons and the property of the public, provided such other regulations do not infringe upon the privileges hereby granted to the Contractors.

37. In this agreement, unless the context otherwise requires, the expression "track" shall mean the rails, ties, wires, and other works of the Contractors, used in connection therewith.

38. If the Contractors shall not use the authority and privileges granted by this agreement, and such non-user shall continue until the 1st June, 1891, such authority, permission, franchise, and privileges, shall thereupon cease and determine, and this agreement shall be null and void.

And the Corporation agree with the Contractors that upon deposit with the Treasurer of the City of Ottawa of the security mentioned in the 25th paragraph of this agreement, the Corporation will forthwith pass all necessary resolutions and by-laws to give effect to the terms of this agreement.

In witness whereof the parties hereto of the first part have hereunto caused their corporate seal to be affixed under the hand of their Mayor and City Clerk, and the parties hereto of the second part have hereunto set their hands and seals.

| | | |
|---------------------------------------------|---|---------------|
| Signed, sealed and delivered in presence of | } | JACOB ERRATT, |
| W. P. LETT, | | Mayor. |
| City Clerk, | | T. AHEARN. |
| D. B. MAC TAVISH. | | W. Y. SOPER. |

SCHEDULE.

The following rules and regulations in regard to the working of the railway shall be observed by the Contractors and the officers and servants thereof:—

1. The Contractors shall cause each car or other vehicle used by it to be numbered.
2. The cars or other vehicles shall be propelled by electricity, except during the period of winter when it may be necessary to use sleighs drawn by horses or propelled by electricity.
3. The cars shall not be propelled at a higher rate of speed than ten miles an hour within half a mile of the Parliament Buildings.
4. Should there be any foot passengers on any crossing before the car approaches the same, the car shall be stopped so as to permit such passenger to cross.
5. Each car is to be supplied with a gong, which shall be sounded by the driver when the car approaches to within fifty feet of each crossing.
6. The cars shall not be wilfully driven against any person or animal whilst being upon or crossing any of the streets of the City.
7. No cars shall be allowed to stop on or over a crossing or in front of any intersecting streets, except to avoid a collision, or prevent danger to persons in the streets, or for other unavoidable reasons, and no cars shall be left or remain in the street at any time, unless waiting for passengers.
8. When it is necessary to stop at the intersection of streets to receive or leave passengers, the cars shall be stopped, so as to leave the rear platform slightly over the last crossing.
9. Conductors and drivers, shall be required to bring the cars to a stop when passengers request to get on and off the cars.
10. After sunset the cars shall be provided with colored signal lights, for front and rear, and while sleighs are used, a bell shall be attached to the harness of each horse.
11. There shall be a conductor as well as the driver on each car or train, except on such portions of the lines as may be hereafter determined by the Corporation.
12. The conductor shall announce to the passengers the names of the streets and public squares as the cars reach them.

13. The cars shall be properly heated and lighted.

14. Careful, sober and civil agents, conductors and drivers shall at all times be employed to take charge of the cars on the said railway.

15. The said Contractors and its servants and officials shall conform to all such further and other regulations as the said Council shall from time to time deem requisite or necessary to enact for the protection of persons and of property of the public.

Witness,

D. B. MacTAVISH,

T. AHEARN,

W. Y. SOPER.

The Council of the Corporation of the City of Ottawa, so far as authorized by the said Statute, and not otherwise, enacts and ordains as follows:—

The said agreement hereinbefore recited shall be and the same is hereby ratified and confirmed, and the said Thomas Ahearn and Warren Young Soper, are hereby authorized to lay down street railways on the portions of the streets specified in the said agreement, and equip and operate the same when constructed, subject to and under the provisions and restrictions of the said Statute, and of the said agreement so far as the same are authorized by or consistent with said Statute, and not otherwise, and further subject to and under the rules and regulations in regard to the working of the said railway, contained in the schedule to the said agreement so far as the same are authorized by or consistent with said Statute, and to such further and other regulations as the Council of the Corporation of the City of Ottawa shall hereafter from time to time deem requisite or necessary to enact for the protection of persons and of property of the public.

Given under the Corporate Seal of the City of Ottawa, this 14th day of January, A.D. 1891.

Certified,

W. P. LETT,

City Clerk.

JACOB ERRATT,

Mayor.

Memorandum of Agreement made this Fifth day of November, A.D. 1890,

Between

The Corporation of the City of Ottawa, hereinafter called the "Corporation"

Of the First Part.

AND

Thomas Ahearn and Warren Young Soper, both of the City of Ottawa, in the County of Carleton, Electricians, hereinafter called the "Contractors"

Of the Second Part.

Whereas by a Memorandum of Agreement bearing even date herewith, made between the parties hereto, and providing for the construction and operation by the Contractors of a street railway on certain of the streets of the City of Ottawa, it is among other things covenanted and agreed that the rails to be used by the Contractors in the construction of their said railway shall be of such pattern as shall be approved of by the Corporation.

And whereas the Corporation had been negotiating with William Holmes Howland, of the City of Toronto, in the County of York, and John Alexander Gemmill, of the City of Ottawa, in the County of Carleton, for the construction and operation of the said street railway.

And whereas the Council of the Corporation of the City of Ottawa, on the 6th day of October, A.D. 1890, passed a resolution in reference to the pattern of the rail to be used in the construction of the said railway in the words and figures following, that is to say:—

"That the Howland Company be required to use the girder rail on all that portion of their line on Rideau and Wellington streets, from Cumberland to O'Connor street; on O'Connor street to Albert street; on Albert street to Bank street; on Bank street, from Albert street to Lisgar street, and on Elgin street from Wellington street to Maria street; and that they be allowed to use the T rail on the remaining portions of their line, provided that the Company will substitute the girder rail on all streets that may hereafter be paved between the rails of the said railway and at least eighteen inches on each side thereof, and on all the streets traversed by the said railway whether paved or not after the expiration of four years, on the Corporation giving the said Contractors one year's notice of their intention to require such change, and that the Contractors shall make the said change at the rate of two miles per year there-after until all the rails are of the girder pattern."

And whereas the said Council, on the said sixth day of

October, passed another resolution in the words and figures following, that is to say:—

“That the concessions made by the Corporation on the question of the pattern of the rail, are on condition that the Contractors undertake when required by the Corporation, to test the storage system, and if the same is found satisfactory to this Corporation they shall remove the poles and wires and adopt the storage system on their line.”

And whereas, the said contractors, the parties hereto of the first part, have agreed with the Corporation to conform to and comply with all the conditions and provisions imposed by the Corporation with reference to the construction and operation of the said railway, in the resolutions of Council hereinbefore recited on the parties referred to in said resolutions.

Now therefore, this agreement, witnesseth, that in consideration of the premises and in pursuance of the said agreement, the said Contractors for themselves, their and each of their executors, administrators and assigns, covenant, promise and agree to and with the Corporation, as follows:—

2. That the said Contractors shall and will use the girder rail in the construction of their said railway on that portion of their line to be constructed on the portion of the streets hereinbefore mentioned, and that they will substitute for the T rail which they are allowed to use on the remaining portions of their line, the girder rail on all streets that may hereafter be paved between the rails of the said railway and at least eighteen inches on each side thereof, and on all the streets traversed by the said railway whether paved or not after the expiration of four years from the present date, on the Corporation giving to the said Contractors one year's notice of their intention to require such change at the rate of two miles per year thereafter until all the rails are of the girder pattern.

2. That the Contractors shall and will when required by the Corporation test the storage system, and if the same is found to work satisfactorily to the Corporation, they the said Contractors shall and will remove their poles and wires and adopt the storage system on their line of railway, and otherwise observe, abide by and perform all the conditions and obligations imposed by the said resolutions of Council.

In witness whereof the parties hereto of the first part have hereunto caused their Corporate Seal to be affixed under the hand of their Mayor and City Clerk, and the parties hereto of the second part have hereunto set their hands and seals.

| | | |
|------------------------------|---|----------------------------|
| Signed, Sealed and Delivered | } | (Signed) JACOB ERRATT, |
| in the presence of | | Mayor. [Seal] |
| (Signed) W. P. LETT, | | (Signed) T. AHEARN. [Seal] |
| City Clerk. | | “ W. Y. SOPER. [Seal] |

No. 17]

BILL.

[1894.

An Act to confirm an agreement between the City of Ottawa and the Ottawa City Passenger Railway Company and the Ottawa Electric Street Railway Company (Limited).

Preamble.

WHEREAS the Corporation of the City of Ottawa, the Ottawa City Passenger Railway Company and the Ottawa Electric Street Railway Company, Limited, have presented a petition praying that an act may be passed to confirm the indenture of agreement hereinafter mentioned; and whereas it is expedient to grant the prayer of the said petition;

Therefore Her Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:—

Agreement confirmed.

1. The agreement dated the 28th day of June, 1893, and made between the Corporation of the City of Ottawa and the Ottawa City Passenger Railway Company and the Ottawa Electric Street Railway Company, and which is set out in Schedule "A" to this act, is hereby declared to be valid and binding upon the parties thereto.

City and Street Railway Company authorized to enter into agreement.

2. The Corporation of the City of Ottawa and The Ottawa Electric Street Railway Company are hereby authorized and empowered to enter into the said agreement set forth in Schedule "A," and to do whatever is necessary to carry the same into effect.

Amalgamation of Ottawa City Passenger Railway and Ottawa Electric Street Railway authorized.

3. The said The Ottawa Electric Street Railway Company is hereby authorized and empowered to sell, convey and assign its franchises, property and assets to the Ottawa City Passenger Railway Company, and to enter into any agreement or agreements with the said Company incident to such sale or amalgamation, provided that no such sale, amalgamation or agreement shall be valid unless and until the same is ratified and confirmed by two-thirds of the shareholders of the said Company present, either in person or by proxy at a Special General Meeting thereof, duly called for that purpose in the manner prescribed by the by-laws of the said Ottawa Electric Street Railway Company.

No. 65.]

BILL.

[1894,

An Act to confirm an agreement between the Ottawa City Passenger Railway Company and the Ottawa Electric Street Railway Company, and an agreement between the said Companies and the Corporation of the City of Ottawa, and to unite the said Companies under the name of "The Ottawa Electric Railway Company,"

WHEREAS the Ottawa City Passenger Railway Company, ^{Preamble.} incorporated by an Act of the Parliament of the late Province of Canada, and the Ottawa Electric Street Railway Company, incorporated by letters patent issued by the Lieutenant-Governor-in-Council of the Province of Ontario pursuant to the provisions of the *Street Railway Act* and *The Ontario Joint Stock Companies' Letters Patent Act*, have by their petitions represented that they have, under the provisions of the several Acts relating to the said Companies and the said letters patent respectively, entered into an agreement for the sale of the franchises, property and assets of The Ottawa Electric Street Railway Company to the Ottawa City Passenger Railway Company and for the amalgamation and union of the said two Companies as one company, conditional upon the said agreement being ratified and confirmed by Act of the Parliament of Canada (which agreement is set out in schedule "A" to this Act) and have prayed that an Act be passed to ratify and confirm the said agreement;—and whereas the said companies have also joined in an agreement with the Corporation of the City of Ottawa for the construction, maintenance and operation of the various lines of street railway within the City of Ottawa in the said agreement mentioned and described, upon the terms and conditions mentioned and set forth in the said agreement with the City of Ottawa, which agreement is set out in schedule "B" to this Act;—and whereas by one of the terms of the said agreement the Corporation of the City of Ottawa covenanted and agreed with the said Companies to consent to the amalgamation of the said Companies, and also to join with them in applying for the legislation either by the Parliament of Canada or by the Legislative Assembly of Ontario, which should be required for the purpose of rendering the said agreement valid and binding upon all parties thereto;—and whereas the said Corporation of the City of Ottawa have by their petition prayed that the said last mentioned agreement should be ratified and confirmed;—and whereas the said Ottawa City Passenger Railway Company has also prayed for certain amendments to its Act of Incorporation and to the Acts amending the same; and whereas it is expedient to grant the prayer of the said petitions:—Therefore, Her Majesty, by and with the advice and consent of the Senate and House of Commons of Canada, declares and enacts as follows:—

Agreement
between the
companies
ratified.

Provisio.

Agreement with
corporation
ratified.

1892, c. 53, s. 4
repealed.

New section:
capital stock.

New corporate
name of united
companies.

Existing rights,
&c., not affected.

Declaratory.

1. The agreement between the two Companies, hereinbefore mentioned, bearing date the twenty-sixth day of March, 1894, and set out in schedule "A" to this Act, is hereby ratified and confirmed and shall be taken and read as part of this Act, and the union thereby effected is hereby declared to be valid and operative on, from and after the first day of June, A.D., 1894, if this Act shall have received the assent of His Excellency the Governor-General on or before that date, and if not, then upon the first day of the month next after the date of such assent: Provided that nothing in this Act or in the said agreement shall be held to relieve either of the said Companies from any contract or liability, but the united Company shall be liable for all debts, duties and obligations of each of the Companies so united, and no proceedings of any nature, either by or against the said Companies so united, shall be abated or discontinued by reason of the said union or of this Act, but shall be continued to their termination as if the said union had not been effected.

2. The agreement between the said Companies and the Corporation of the City of Ottawa, bearing date the 28th day of June, A.D., 1893, and set out in schedule "B" to this Act, is hereby ratified and confirmed and shall be taken and read as part of this Act, and the franchises, powers and privileges heretofore or hereby granted to or conferred upon the said Companies, or either of them, and which are hereby authorized to be transferred to the said united Company, shall be exercised and enjoyed by the said united Company, subject to the terms, provisions and conditions contained in the said agreement with the Corporation of the City of Ottawa.

3. Section four of chapter fifty-three of the Statutes of 1892, is hereby repealed, and the following substituted therefor:

"4. The capital stock of the Company shall be one million dollars, divided into shares of one hundred dollars each, but the amount thereof may be further increased by the Company subject to the provisions contained in section thirty-seven of *The Railway Act*."

4. The name of the Ottawa City Passenger Railway Company is hereby changed from "The Ottawa City Passenger Railway Company" to "The Ottawa Electric Railway Company," but such change in name shall not in any way impair, alter or affect the rights or liabilities of the Company, nor in anywise affect any suit or proceeding now pending or judgment existing either by or in favor of or against the said Company, which, notwithstanding such change in the name of the Company, may be prosecuted or continued, completed and enforced as if this Act had not been passed.

5. The lines of street railway constructed by the said Companies, or either of them, are hereby declared to be works

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for the general advantage of Canada, and the said "The Ottawa Electric Railway Company" is hereby declared to be a body corporate, subject to the legislative authority of the Parliament of Canada.

6. The by-laws of the Ottawa Electric Street Railway Company in force at the date fixed for the carrying into operation of this Act shall be the by-laws of the united Company, until amended or repealed, and all meetings which may be called and held thereafter and all other acts and proceedings which may thereafter be had and taken by the united Company in accordance with the said by-laws, until such by-laws are amended or repealed, are hereby declared to be valid and binding, as if the said by-laws had been duly enacted by the united Company. By-laws of new company.

7. This Act shall come into force and take effect on, from and after the first day of June, A. D., 1894, if it shall have received the assent of His Excellency the Governor-General on or before that date, and, if not, then upon the first day of the month next after the date of such assent. Commencement of Act.

8. Nothing in this Act shall in any respect impair any of the powers which the said Ottawa City Passenger Railway Company shall have immediately prior to the date appointed for this Act to take effect. Existing powers not to be impaired.

9. After the date appointed for this Act to take effect, the Ottawa Electric Street Railway Company shall not carry on any business and shall not exercise its corporate powers or make use of its corporate name for any purpose whatever, except to support and carry into effect the said agreement set forth in schedules "A" and "B" to this Act; and after all conveyances, assignments, transfers, acts, deeds, endorsements and releases necessary or proper to carry the said agreements into effect have been duly done, made and executed by it, the said Ottawa Electric Street Railway Company may be wound up under the "Joint Stock Companies Winding Up Act" of the Province of Ontario. Ottawa Electric Street Railway Co. to cease business.

SCHEDULE A.

THIS AGREEMENT made the twenty-sixth day of March, A. D., 1894, between The Ottawa City Passenger Company (hereinafter called "The Passenger Company") of the first part; and The Ottawa Electric Street Railway Company (Limited) (hereinafter called ("The Electric Company")) of the second part.

Whereas, by virtue of an Act of the Province of Canada, being 29-30 Victoria, Chapter 106, the said The Ottawa City Passenger Railway Company was duly incorporated with the powers therein mentioned:

And whereas, the said Act of Incorporation has been amended by an Act of the Legislature of the Province of Ontario, being 31 Victoria, Chapter 45, and also by an Act of the Parliament of the Dominion of Canada, being 55-56 Victoria, Chapter 53 :

And whereas, The Ottawa Electric Street Railway Company was on the 13th day of February, A.D. 1891, duly incorporated by letters patent issued by the Lieutenant-Governor-in-Council of the Province of Ontario, pursuant to the provisions of "The Street Railway Act" and "The Ontario Joint Stock Companies' Letters Patent Act," with the powers, privileges and franchises in the said letters patent mentioned :

And whereas, the Passenger Company is empowered under section eleven of the said Act 56-56 Victoria, Chapter 53, of the Parliament of Canada to amalgamate and consolidate its stock, property, business and franchises with those of any other Company incorporated or chartered for all or any of the like purposes and duly authorized thereto, and have also power to acquire from any other person or Company, all or any of the business which the Company is empowered to carry on, and to pay the seller or sellers the price thereof in fully paid up shares of the Company :

And whereas The Electric Company has applied to the Legislature of the Province of Ontario for a special Act to authorize them to sell, convey and assign its franchises, property and assets to The Passenger Company, and to amalgamate with The Passenger Company and to enter into any agreement or agreements with the said Company incident to such sale or amalgamation, and the said Act has been duly passed by the said Legislature at the session thereof now being held in this present fifty-seventh year of Her Majesty's reign, but has not yet received the assent of His Honor the Lieutenant-Governor :

And whereas, the said The Electric Company is desirous of selling to the said The Passenger Company, and the said The Passenger Company is desirous of purchasing the franchises, property, assets and undertaking of The Electric Company and to amalgamate and unite together as one company, under the charter of the Passenger Company, upon the terms and conditions mentioned and set forth in this agreement, but subject to confirmation by Act of Parliament as hereinafter provided :

And whereas, this agreement has been submitted to the shareholders of the said The Passenger Company at a special general meeting, duly called for the purpose of considering the same, and held on the twenty-sixth day of March, A.D., 1894, and has been adopted and sanctioned by more than two-thirds of all the votes of the shareholders of the said Company present in person, or represented by proxy, at the said meeting :

And whereas, this agreement has also been submitted to the shareholders of The Electric Company at a special general meeting, duly called for the purpose of considering the same, and held on the twenty-sixth day of March, A.D., 1894, and has been adopted and sanctioned by more than two-thirds of all the votes of the shareholders of the said Company present, in person or represented by proxy, at the said meeting:

Now this indenture witnesseth, that the parties of the first and second parts, respectively, do mutually covenant and agree with each other in manner following:

1. The said The Electric Company hereby agrees, subject as hereinafter mentioned, to sell, and The Passenger Company, subject as hereinafter mentioned, agrees to purchase all and singular the undertaking of the said The Electric Company, and all the property of the said Company with all its lands, franchises, powers, rights, privileges, equipment, stations, plant, rolling stock, materials, stores, and appurtenances, and all property and rights of every kind to which The Electric Company is or may hereafter become entitled, and the said property is hereby conveyed, assigned, transferred and set over by the said The Electric Company to the said The Passenger Company, free from all charges and incumbrances, except the current rent payable in respect of leasehold property and the current rates and taxes.

But the said Passenger Company shall assume and pay all the outstanding accounts owing, salaries, wages, bills payable, balances due to the banks or to any other corporation or person for money lent, or other obligations of the Electric Company as the same shall exist, on the day herein appointed for this agreement to take effect.

2. The price of the said property shall be the sum of five hundred thousand dollars (\$500,000.00), being the amount of the capital stock of the Electric Company, and the Passenger Company shall pay the same by issuing five thousand (5,000) shares of stock of the par value of \$100 per share in exchange for the shares now held by the present shareholders of The Electric Company.

3. The authorized capital stock of The Passenger Company shall be increased to the sum of \$1,000,000.00, of which the sum of \$625,600 shall be fully paid up on the date appointed for this agreement to take effect, namely, the sum of \$500,000 to be issued, fully paid up and unassessable to the shareholders of The Electric Company, in exchange for the paid-up shares held by them in The Electric Company for the purchase of their property, franchises and assets, being the actual amount of the paid-up stock of the said Company, and \$125,600 being the actual amount of the paid-up stock of the Passenger Company and the remainder of the said authorized capital stock, when

increased, namely, the sum of \$374,400, shall be wholly unissued and unpaid at the disposal of the said united Company, to be issued as they may find it expedient for the purpose of the said Company.

4. The several persons, firms and corporations, who shall at the date hereinafter appointed for this agreement to take effect, be the shareholders of the Passenger Company and of the Electric Company respectively, shall be the shareholders of the said united Company, the shareholders of the Electric Company being respectively entitled to one share in the united Company for each share held by them or any of them at the said date, and the shareholders of the Passenger Company being respectively entitled to one share in the united Company for every five shares held by them, or any of them, and the said shareholders shall be entitled forthwith, on and after the said date, to present their share certificates to the United Company, and upon delivery up and cancellation thereof to receive certificates for fully paid up shares in the United Company for the proper amount, in the case of shareholders in the Passenger Company holding less than five shares, or a number of shares which is not a multiple of five, such shareholders will have to arrange among themselves to combine their shares by purchase or assignment, so that one share in the United Company may be issued for each block of five shares in the Passenger Company.

5. The Board of Directors of the United Company shall consist of seven members, and the qualification for Directors shall be the same as provided in the Acts relating to the Passenger Company.

6. The first Board of Directors of the United Company shall be John William McRae, Peter Whelan, Thomas Ahearn, Thomas Workman, Warren Young Soper, George P. Brophy and William Scott, and the said Directors shall hold office until the first annual meeting of the United Company.

7. The United Company shall be invested with and have all the rights, powers, and property, and be responsible for all the liabilities of the said respective Companies, and any right or claim which could be enforced by or against either of them may, on or after the date of such union, be enforced by or against the United Company, and any suit, action or proceeding pending at the date of such union by or against either of the Companies may be continued or completed by or against the United Company: Provided always that the rights of any person or corporation having any special lien, charge or claim upon the lands or buildings, tolls or revenues or other property, real or personal, of either of such companies, or upon any part thereof, shall not be impaired by such union.

8. All the privileges, powers, rights and franchises possessed or enjoyed by either of the said Companies under the said charter

and the respective Acts relating to the said Companies and any amendments in force at the date of such union shall be continued to and possessed by the United Company, who may use or exercise the same as fully as the company which, immediately before the date of such union, possessed or enjoyed the same, except as in this agreement expressly varied or herein otherwise expressly provided, but, generally, except as aforesaid, the United Company shall, after the confirmation of this agreement, be carried on, and shall have the same powers, privileges, and franchises as if incorporated under the said Act of the Province of Canada, 29-30 Vic., chap. 106, incorporating the said The Passenger Company and the amendments thereto incorporating the said the Passenger Company. Inasmuch as the by-laws, rules, and regulations of The Passenger Company were passed with reference to the circumstances and business of a horse railway, and the by-laws, rules and regulations of The Electric Company are better adapted to the system now in use, it is agreed that the by laws, rules and regulations of The Electric Company in use at the date when this agreement takes effect shall have effect and shall, until changed or altered by the United Company, be binding on all the shareholders, officers, agents, servants and employees of the United Company and all others affected thereby, as if the United Company were the same as The Electric Company, and as if the whole undertaking of the United Company had been originally the undertaking of the Electric Company.

9. The two Companies agree to assist by all lawful means in obtaining an Act of the Parliament of the Dominion of Canada confirming and approving of this agreement.

10. This agreement shall take effect on the first day of June, A.D., 1894, if the Act of the Parliament of Canada confirming the same shall have been assented to by the Governor General of the Dominion of Canada before that date, and, if not, then upon the first day of the month next after the date of such assent.

In witness whereof, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered }
in the presence of
C. DOWNING FRIPP. }

THE OTTAWA CITY PASSENGER RY. CO.,

By W. Y. SOPER, *President*.
(Seal.) JAMES D. FRASER, *Secretary*.

THE OTTAWA ELECTRIC STREET RY. CO.,
(LIMITED),

By J. W. McRAE, *President*.
(Seal.) JAMES D. FRASER, *Secretary*.

SCHEDULE "B."

Preamble.

THIS INDENTURE made in triplicate on the 28th day of June, A.D., 1893 :—Between the Corporation of the City of Ottawa, hereinafter called the Corporation, of the first part ; the Ottawa City Passenger Railway Company, hereinafter called the Passenger Company, of the second part ; and the Ottawa Electric Street Railway Company, hereinafter called the Electric Company, of the third part.

Whereas by virtue of an Act of the Province of Canada being 29-30 Victoria, chap. 106, the said Ottawa City Passenger Railway Company was duly incorporated with the powers therein mentioned ;

And whereas the said Act of Incorporation has been amended by an Act of the Legislature of the Province of Ontario, being 31 Victoria, chap. 45, and also by an Act of the Parliament of the Dominion of Canada, being 55-56 Victoria, chap. 53.

And whereas the said the Passenger Company and the Corporation entered into an agreement bearing date the 18th day of May, 1885, by which the route on the said railway was changed with the consent of the said Corporation, which said agreement was ratified by By-law No. 603 of the Council of the said Corporation.

And whereas the Ottawa Electric Street Railway Company was on the thirteenth day of February, A. D., 1891, duly incorporated by letters patent issued by the Lieutenant-Governor in Council of the Province of Ontario, pursuant to the provisions of "The Street Railway Act" and "The Ontario Joint Stock Companies Letters Patent Act," with the powers, privileges and franchises in the said letters patent mentioned ;

And whereas the said Electric Company and the said Corporation entered into an agreement bearing date the 5th day of November, A.D., 1890, by which said agreement permission was granted to the said Electric Company to operate a line of street railway by electricity in certain streets of the City of Ottawa, which said agreement was ratified by by-law of this Council dated the 14th day of January, A.D., 1891, and numbered 1098.

And whereas the said "The Passenger Company" and the said "The Electric Company" intend to amalgamate the said Companies or otherwise unite and consolidate their business as soon as the necessary legal authority can be obtained for that purpose, and the said Corporation have agreed to consent to such amalgamation and to assist the said Companies and each and every of them in obtaining such legislation or other legal authority as may be necessary to effect the said amalgamation and otherwise to confirm and ratify this agreement.

The word "Companies" as used in this agreement shall be understood to mean and apply to the said Companies, the parties to this agreement and their successors, and either of them as the context may require until the said amalgamation or union shall take place, and thereafter the word Companies as herein used shall extend and apply to the said Company so formed by such amalgamation or union.

Meaning of word "companies."

NOW THIS INDENTURE WITNESSETH :

That in consideration of the covenants and agreements on the part of the said Companies in these presents contained, the consent, permission and authority of the Corporation is hereby given and granted to the Companies and their assigns to construct, complete, maintain and operate during the term of thirty years, to be computed from the thirteenth day of August, A.D., 1893, a double and single iron street railway, the propelling power of which shall be electricity or (with the consent of the Corporation) any other power, excepting steam, (except during the period of winter, when the Companies may substitute sleighs drawn by horses) with the necessary side tracks, switches and turnouts for the passing of cars, carriages and other vehicles adapted to the same upon and along the streets hereinafter mentioned in the manner and on the terms and subject to the conditions, restrictions and provisos herein-after contained, and also subject to the provisions of Chap. 171 R. S. O., 1887, entitled "The Street Railway Act," or an amendment or amendments thereto that may be enacted from time to time during the currency of this agreement so far as the same shall not be inconsistent herewith.

Authority to construct and operate.

Propelling power.

Sleighs may be used in winter.

1. The said "The Passenger Company" and "The Electric Company" hereby agree to unite and amalgamate the business, property, franchises and assets of the two Companies upon such terms and in such manner as they shall mutually agree upon and as they may be advised, as soon as they are legally empowered to do so by legislation or otherwise, and the Company so formed shall have its head office in the City of Ottawa.

Power to amalgamate O. C. P. Ry. Co. and O. E. S. Ry. Co.

2. And the said Corporation in consideration of the stipulations, covenants and agreements herein contained on the part of the said Companies and each of them hereby agree to consent to such union and amalgamation and to join and assist the said two Companies in obtaining such legislation as may be necessary to effect the union or amalgamation of the said Companies, the expense of procuring such legislation to be borne by the Companies.

City to consent to amalgamation

3. The said Passenger Company hereby gives, grants and surrenders to the Corporation all its rights, privileges and franchises under the statutes hereinbefore recited except such as are reserved by this agreement, to be held and enjoyed by the said Corporation, at and after the expiration of the said period of thirty years from the 13th day of August, A.D. 1893,

O. C. P. Ry. Co. surrenders certain rights, &c., to the City.

City may assume
ownership at
end of 30 years.

4. And the said Corporation may, after giving at least six months notice thereof, prior to the expiration of the said period of thirty years, assume the ownership of so much of the said railway of the Companies as is situate in the Province of Ontario, and all real and personal property in said Province used in connection with the working thereof, on payment of the value thereof to be determined by arbitration.

Arbitration
when assuming
ownership.

(a.) After the said Corporation shall have given notice of its intention to take over the said property it may at once proceed to arbitrate under the conditions in that behalf, and both the Corporation and the Companies shall in every reasonable way facilitate such arbitration, and the arbitrators appointed in the matter shall proceed so as if possible to make their award not later than the time named by the Corporation for taking over the said property. But if from any cause the award shall not be made by such time, or if either party be dissatisfied with the award, the Corporation may nevertheless take possession of the said portion of the said railway and all the property and effects thereof, real and personal, necessary to be used in connection with the working thereof, on payment into court, of either the amount of such award, if the award be made, or if not, on paying into court or to the Companies such sum of money as a judge of the High Court of Justice may, after notice to the opposite party, order, and upon and subject and according to such terms, stipulations and conditions as the said Court shall by its order direct and prescribe, provided always that the rights of the parties except in so far as herein specially provided, shall not be affected or prejudiced thereby.

Arbitration.

In determining such value, the rights and privileges, and the revenue, profits and dividends being or likely to be derived from the enterprise are not to be taken into consideration, but the arbitrators are to consider only the actual value of the actual and tangible property, plant, equipments and works connected with and necessary to the operation of the said portion of the said railway, which is not to include any land, property or rights acquired or used in connection with the said street railway, and which do not actually form a part of the said street railway undertaking necessary to the carrying on of the same.

Provision as to
City taking over
Railway after 30
years.

(b.) In the event of the Corporation, after the expiration of the said thirty years, not exercising its right to take over the real and personal property necessary to be used in connection with the working of the said portion of the said railway, the Corporation may, at the expiration of any fifth year thereafter, exercise such right, upon giving not less than one year's notice to the Companies; and the privileges of the Companies shall continue until the ownership is assumed by the said Corporation as aforesaid or possession taken under the provision of this section as above mentioned, provided always, that whenever the Corporation exercises such right of taking over the said property, the

provisions for determining the value thereof herein contained shall apply in the same manner as if the Corporation had exercised its right at the expiration of the said period of thirty years.

5. The said companies under existing legislation and agreements and by this agreement and on the terms and conditions and subject to all the restrictions, provisos and agreements herein contained and subject to the provisions of the said recited Acts not inconsistent herewith, are authorized to construct, maintain and operate lines of street railway, the propelling power of which shall be electricity or with the consent of the Corporation, any other power, except steam as herein provided upon and along the streets of the City of Ottawa herein mentioned within the times hereinafter limited, for the construction of the said lines of railway and the powers, privileges and franchises, hereby conferred or consented to, shall apply respectively to the said Companies respectively until amalgamation, and after such amalgamation shall take effect, shall pass and belong to the said amalgamated Company.

Power to construct and operate lines until amalgamation is effected.

6. The lines of The Ottawa City Passenger Railway Company already constructed and in operation in the City of Ottawa are the following:

O. C. P. Ry. Co's lines constructed and in operation.

Commencing on Princess Avenue, in Rideau Ward, formerly the Village of New Edinburgh, at the northerly limit of the City of Ottawa; thence along said Princess Avenue to Ottawa Street, in the said ward, now called Sussex Street; thence southerly along the said street across Green Island to Metcalfe Square; across Metcalfe Square and along Sussex Street to Rideau Street; along Rideau Street over the Sappers' Bridge to Sparks Street; along Sparks Street to Bank Street; along Bank Street to Wellington Street; along Wellington Street by Pooley's Bridge to Queen Street; along Queen Street to Bridge Street and along Bridge Street to the northern limit of the City of Ottawa at the bridge over the River Ottawa, called the Union Bridge.

7. The lines of the Ottawa Electric Street Railway Company already constructed and in operation are the following:

O. E. S. Ry. Co's lines constructed and in operation.

Commencing at the east end of Rideau Street, in the City of Ottawa, at its intersection with Wurbtemburg Street, and along Rideau Street aforesaid to Dufferin Bridge; thence across Dufferin Bridge and along Wellington Street to its intersection with Metcalfe Street; thence along Metcalfe Street to its intersection with Albert Street; and thence along Albert Street and Wellington Street and Broad Street to the intersection of Broad and Queen Streets; and on Bank Street from its intersection with Albert Street to the northerly end of the Swing Bridge over the Canal; and from the intersection of Elgin and Wellington Streets along Elgin Street to Catherine Street, and thence along Catherine Street to Bank Street; from the intersection of Bank

Street with Ann Street, along Ann and Emily Streets to Bell Street; and from Rideau Street along Dalhousie Street to St. Patrick Street; and along St. Patrick Street to St. Patrick Street bridge; and across St. Patrick Street bridge to Creighton Street; thence along Creighton Street to Charles Street, in Rideau Ward.

Lines under construction.

8. The said Companies have also obtained permission by resolution of the Council of the City of Ottawa, and are now constructing lines of railway on Bank Street, from Albert Street to Sparks Street to connect the lines of the Electric Company on Bank and Albert Streets with the lines of the Passenger Company on Sparks and Wellington Streets, and also to connect the lines of the Electric Company on Creighton Street in Rideau Ward with the lines of the Passenger Company on Sussex Street in the said ward, and from the junction of Bridge and Queen Streets west along Queen Street to the tracks of the Ottawa Electric Street Railway Company on Broad Street.

Lines to be constructed not later than 1st June, 1895.

9. That said Companies shall construct, equip and have in operation, not later than the first June, A. D., 1895, the following additional lines of railway:—

Along Nicholas Street from its intersection with Rideau Street to the Southern City limit; also on Theodore Street from its intersection with Nicholas Street to its intersection with Chapel Street or some street east of it, and thence to Rideau Street; also to Rochesterville and Mount Sherwood in the direction of the Experimental Farm from the Richmond Road by way of Preston Street; and, if required by the Corporation, from Catherine Street along Elgin Street to the Exhibition Grounds; and also from the westerly end of Emily Street to the southerly end of Bell Street in the direction of the Experimental Farm.

Arrangement of tracks to be altered.

10. The said Companies hereby agree that they will alter the arrangement of their tracks, so as to occupy only the Sappers' Bridge over the Rideau Canal, and leave the Dufferin Bridge and Wellington Street, between the said bridge and Metcalfe Street, and Metcalfe Street between Wellington and Sparks Streets, and Elgin Street between Wellington and Sparks Streets, free from rails, and for this purpose pending amalgamation, the said Companies agree that the cars of the Electric Company shall have running powers over the tracks of the Passenger Company from the intersection of Sussex and Rideau Streets to the intersection of Sparks and Bank Streets.

Rails to be removed.

11. The Electric Company shall have power to and shall forthwith remove their lines of rails from the corner of Sussex Street along Rideau Street over Dufferin Bridge and along Wellington Street to Metcalfe Street, also on Metcalfe Street from Sparks Street to Wellington Street, also on Elgin Street from Sparks Street to Wellington Street, and notwithstanding the

existing agreements with the Corporation the said Company shall not be obliged to operate their cars or give a public car service upon any of the portions of the streets defined in this section, but the said Electric Company shall and will at its own expense, and under the superintendence and to the satisfaction of the City Engineer, forthwith relay and restore the pavement and crossings on Wellington Street, and relay and restore the roadbed and the crossings on the said portions of Elgin, Rideau and Metcalfe Streets and Dufferin Bridge in so far as the same have been disturbed by the removing of the rails, and remove their poles and wires from the said portions of the said streets.

Company not obliged to give car service on portions of certain streets.

Roadbed crossings, &c., to be restored where rails are removed

12. The said Companies may with the consent of the Corporation to be expressed by by-law substitute other streets or parts thereof for the purpose of reaching the objective points hereinbefore mentioned.

Other streets may be substituted to reach objective points.

13. And the said Companies shall also be entitled with the consent and approval of the Corporation expressed by by-law to extend the Street Railway Service to any other of the streets of the City of Ottawa, although the same are not herein specially named.

Tracks may be extended to other streets than those named.

14. The Corporation shall grant to the said Companies all licenses, rights and privileges necessary for the proper and efficient use by electric power, or with the consent of the Corporation any other power except steam, to operate the cars upon the said streets, including the right to open the said streets for the purpose of inserting and maintaining and to insert and maintain poles for the wires conveying electric power, provided that the Corporation are not bound to supply any land, water or other property whatsoever or the use of any such.

Authority to use electric power and maintain poles and wires.

15. The said Companies are hereby authorized to use passenger and other cars as the Corporation may determine, and take, transport and carry passengers and baggage upon the same.

Authority to use cars and carry passengers and baggage.

16. The said Companies shall not in any case connect any of their wires with the water pipes or service pipes, or with any of the appliances in connection therewith, without the consent of the Corporation, and the said Companies shall, and will at their own expense, remove any such connections when required to do so by the said Corporation, and shall and will pay to the said Corporation any damages and expenses that the said Corporation may have incurred or may be put to by reason of the said connections having been made.

Not to connect Co's wires with water or service pipes without consent.

17. The Corporation shall not before the 13th day of August, A. D. 1898, grant authority to any company, private individual or firm to construct and operate a street railway in any other part of Ottawa, and in the event of any company, private individual or firm thereafter proposing to construct street railways on any of

The Company to have exclusive rights up to 13th August, 1898.

After 1st Aug.
1893, the Com-
panies to have
first option of
constructing on
other streets.

the streets of the City of Ottawa, including the streets mentioned in this agreement and not occupied by the Companies, and the Corporation determining that there should be street railway service on such streets, the matter and substance of the proposal shall be notified to the Companies and the option of constructing such proposed railways on the conditions contained in this agreement shall be offered to the Companies, but, if such option shall not be accepted by the Companies within thirty days thereafter, or if the same having been accepted, the Companies shall not proceed with the necessary works and complete the same within the time limited by the Corporation, the Corporation may grant the authority to any company (organized after the above date), private individual or firm, and the Corporation and its grantees shall be entitled to cross the lines of the said Companies with such railways as are authorized by this clause.

Exclusive rights
on streets occu-
pied.

Except as provided in the immediately preceding clause, the Corporation shall preclude any company, private individual or firm from constructing lines of street railway or using the lines of the said Companies on any street occupied by the said Companies.

Exemption from
taxation on per-
sonal property,
&c., for 30 years.

18. The Corporation shall grant to the said Companies exemption from taxation and all other municipal rates on their franchises, tracks and rolling stock and other personal property used in and about the working of the railway, also on the income of the Companies earned from the working of the said railway for a period of thirty years from the said thirteenth day of August, A.D. 1893. But this shall not apply to the real estate of the Companies.

Workshops, &c.,
to be built in
City.

18 (a.) All workshops, repair shops, storehouses and car sheds of the Company, shall be in the City of Ottawa, except that the Company may have a car shed suitable for ten cars elsewhere.

Mileage pay-
ments.

19. The said Companies shall pay the Corporation, annually, the sum of four hundred and fifty dollars (\$450.00) per mile of street occupied by the tracks of the said Companies at any time during the first fifteen years for each year of such occupation, and five hundred dollars (\$500.00) per mile of street occupied at any time during the next fifteen years for each year of such occupation, such payments to be made in equal semi-annual instalments, on the 1st day of February and the 1st day of August in each year after 1893, and to be computed from the said thirteenth day of August, 1893, the first of such instalments to be due and to be paid on the first day of February, 1894, the Corporation on their part agreeing to keep the crossings clean and in good repair, and the said streets in good repair. Provided that the Corporation shall not be liable for any accident occasioned by the cars, works, wires or tracks of the said Companies, or in the working of the same or any matter or thing in connection therewith; or for any obstruction or for any delays for the times required for the purpose of making repairs or new structures that may be necessary.

Corporation to
keep crossings
clean and streets
and crossings in
good repair.

Accidents and
obstructions.

20. The Companies will provide special stringers on the ^{Bridges.} under beams of the bridges traversed by the railway for their rails and be at all expense for replanking and remodelling the flooring and timbers of all bridges, so far as may be necessary for the purpose of laying the rails upon such bridges, to the satisfaction of the City Engineer, in order to leave the rails flush with the planking or roadway in accordance with a plan to be approved by the City Engineer, and will maintain and keep in repair the said stringers.

20 (a.) In the event of any of the bridges under the control ^{Bridges.} of the Corporation traversed by the said Railway requiring the supports or superstructure thereof to be strengthened and in the opinion of three arbitrators, or a majority of them, to be composed of the City Engineer and a qualified Civil Engineer, to be appointed by the Companies, and a third arbitrator to be appointed by the two previously named, the necessity for such strengthening has been caused or occasioned by the Companies or their traffic thereon, the Companies and Corporation shall bear the cost of such strengthening in equal proportions. Provided that the Corporation shall not be liable for any obstruction or any delays that may be caused by reason of any repair to the bridges or any strengthening thereof that may be required by the said City Engineer.

20 (b.) In the event of the said Companies failing to ap- ^{Arbitration re} point such arbitrator within five days after notice given to the ^{bridges.} Companies by the City Engineer or in the event of the said two arbitrators failing to name a third within five days after their appointment the judge of the County Court of the County of Carleton may appoint an arbitrator for the party or arbitrators in default or a third arbitrator as the case may require.

21. The tracks of the railway and all works necessary for ^{Tracks, &c., to} constructing and laying the same shall be built and made in a ^{be built in a} substantial manner and according to the best modern practice ^{substantial} under the supervision of the City Engineer or such other officer as the Corporation shall appoint and to the satisfaction of the Corporation.

22. The lines of railway shall be of gauge of four (4) feet ^{Gauge.} eight and one-half (8½) inches, and the rails shall be the standard ^{The rail to be} tee rail of not less than fifty-six (56) pounds to the yard, and shall ^{used laid flush} be laid, kept and maintained by the said Companies flush with ^{with streets.} the streets and in such manner as shall least obstruct the free and ordinary use of the streets and the passage of vehicles and carriages over the same, the Corporation on their part agreeing to ^{Corporation to} maintain the streets in proper repair and keep the same up to ^{maintain streets.} the grade with which the Companies are from time to time re- ^{Grades—See also} quired to keep their rails flush. ^{clause 25.}

Bonus to be paid by Company for streets permanently paved and additional mileage.

23. In lieu of the payment of four hundred and fifty dollars (\$450.00) or five hundred dollars (\$500.00) per mile respectively as hereinbefore provided the said Companies shall pay annually during the lifetime of such work at the rate of one thousand dollars (\$1,000) per mile and in the same proportion for any distance less than a mile of street occupied by the track of the said Companies which shall be hereafter permanently paved, and shall also pay a bonus at the rate of one thousand dollars (\$1,000) per mile and in the same proportion for any fraction of a mile for each mile or fraction thereof so paved such bonus to be paid on the passing of the by-law under which such pavement is to be constructed.

Definition of permanent pavement.

24. Permanent pavement shall mean pavement of natural or artificial stone or asphalt, all of which shall be laid on a rubble stone or concrete foundation, or which the Corporation shall construct under local improvement by-law (and any other pavement which may be hereafter mutually agreed upon between the Companies and the Corporation as constituting a permanent pavement) so as to pave the entire street from curb to curb, and any pavement coming under this clause shall be constructed and maintained in good repair, at the expense of the said Corporation during the lifetime of said work as certified by the City Engineer.

Location of poles and tracks.

Grades—See also clause 22.

25. The location of the poles, tracks and rails shall be subject to the approval of the Corporation, and the tracks shall conform to the grades of the several streets upon or along which the same are now, or shall hereafter, be established. The said Companies shall not in any way alter or change the same.

Notice to Corporation before breaking up or opening streets.

26. Before breaking up, opening or interfering with any part of the streets for the purpose of constructing the railway, the Companies shall give the Corporation six days notice in writing of their intention so to do, and no more than three thousand (3,000) lineal feet of the streets shall without authority from the Corporation be broken up or open at any one time, and when the work shall have been commenced the same shall be proceeded with without intermission and as rapidly as the same can be carried on with due regard to the proper and efficient construction of the same.

Notice to be given Corporation of intention to repair or alter.

27. Before commencing any work of alteration or repair, the Companies shall give to the City Engineer notice of their intention so to do, and no more than sixty (60) lineal feet of the streets shall, without his authority, be broken up or open at any one time or place, and when the work of alteration or repair shall have been commenced the same shall be proceeded with without intermission and as rapidly as the same can be carried on with due regard to their proper repair or alteration.

28. During the construction or repair of the railway due precautions shall be taken to leave sufficient space and crossings so that the traffic on the streets and other streets running at right angles thereto shall not be unnecessarily impeded, and that the water courses of the streets shall be left free and unobstructed, and lights, barriers or watchmen shall be provided and kept by the Companies where and when the same shall be required to prevent accidents to the public.

29. While the rails are being laid or any of the work of the Companies is in course of construction or repair, the Companies shall cause a free passage to be kept open for carriages and vehicles and the Companies shall remove or spread all surplus material over the streets as shall be directed by the officer of the Corporation for the time being having charge of the repairs of the streets, but the Companies shall not be obliged to remove such surplus material to a greater distance than one mile.

30. The Corporation, and the officers and servants thereof, shall have the right to take up the streets traversed by the railway either for the purpose of altering the grades thereof, constructing or repairing the drains, sewers or culvert, or laying down or repairing the gas or water pipes, or for any other purpose for the time being within the powers, privileges, duties and obligations of the Corporation, without any compensation to the said Companies, and without being liable to the Companies for any damage that may thereby be occasioned to the Companies or the works connected therewith or the working thereof; and the Corporation shall not be liable to the Companies for any damage the Companies may sustain from the breaking of sewers and water pipes.

31. The Companies shall be liable for all damages which may be occasioned to any person by reason of the construction, maintenance, repairs or operation of the railway.

32. The Companies shall indemnify and keep indemnified and save harmless the Corporation at all times from all costs, damages and expenses of every nature and kind whatsoever which the Corporation may be put to or have to pay by reason of the exercise by the Companies of their powers or any of them or by reason of neglect by the Companies in the executing of their works or any of them, or by reason of the improper or imperfect execution of their works or any of them, or by reason of the said works becoming unsafe or out of repair or otherwise howsoever; and should the Corporation incur, pay or be put to any such costs, damages or expenses, the Companies shall forthwith upon demand repay the same to the Corporation.

33. In case the Companies shall fail to keep in a proper and sufficient state of repair the tracks of the railway so far as the Companies are under the terms of this agreement liable so to do, the Corporation after one week's notice in writing to the superin-

Precautions during construction and repair.

Free passage for vehicles during construction or repair.

Surplus material to be spread on streets.

Corporation has right to take up streets for altering grades and repairing, &c.

Companies liable for damages.

Companies to indemnify Corporation from costs and damages.

Corporation may repair tracks if Companies fail to do so after notice.

tendent, which may be served at the office of the Companies in Ottawa, may do the said repairs at the expense of the Companies, and the amount so expended may be recovered from the Companies in any court of competent jurisdiction.

Corporation may order Companies to stop operating parts of lines out of repair.

34. If the Companies shall at any time permit any portion of the railway to become out of repair or as in the opinion of the City Engineer it should not be, the Companies shall not, if so required by the Corporation, operate such part of the railway as may be reported out of repair, until the City Engineer shall further certify that all necessary repairs have been made to his satisfaction.

Corporation to join Companies in application to Government for railway crossings.

35. When it is necessary that the Companies' tracks should cross the track of any of the railway companies or any of the work or property subject to any government, the Corporation shall join with the Companies in the application to obtain such privileges, the Companies paying the expenses of such application.

Companies to give a bond to replace deposit now in hands of Corporation.

36. Upon the execution of this agreement by the parties hereto, the sum of five thousand dollars (\$5,000), now deposited with the said Corporation by the Ottawa Electric Street Railway Company with the ordinary bank interest thereon, shall be returned to the said Company, on depositing with the city treasurer a bond to the satisfaction of the Corporation conditioned for the due completion to the satisfaction of the Corporation of the lines of railway mentioned in clause 9 of this agreement.

Removal of snow.

37. In the event of the Companies running their cars on wheels during the winter months, the said Companies shall at their own expense remove the snow from the streets occupied by the tracks of the Companies from curb to curb including such snow as may be deposited upon the said streets from sidewalks on such streets and also all such snow as may slide or naturally fall from roofs of buildings on to such streets or on to such sidewalks and be thence removed to such streets. Provided however that snow to such a depth as may be determined by the City Engineer from time to time shall be left on the roadbed for sleighing, and in the event of the Companies neglecting to remove the snow from the streets as and when directed by the City Engineer, the same shall be removed by the said City Engineer acting on behalf of the Corporation, and all the cost of such removal and all expenses incurred by reason of such non-removal by the Companies shall be paid by the Companies to the Corporation on demand. The said Companies shall not deposit any of the snow so removed on any of the streets of the City without the written permission of the City Engineer.

Snow and ice to be spread evenly on streets.

38. Whenever it shall be necessary to remove any snow or ice from the track of the railway, the same shall not be left in heaps, but be spread evenly over the street, or removed as shall be directed by the officer of the Corporation for the time being charged with the supervision of the streets,

39. The Companies shall not make use of salt, except on salt their rails and then only as approved of from time to time by the City Engineer.

40. In the event of the Companies using wooden poles for the support of the electric wire on the streets and squares of the City of Ottawa, such poles shall be uniform and shall be dressed, shaped and painted to the satisfaction of the Corporation. Wooden poles

41. Should the Companies at any time cease to regularly use for the purpose of their railway for a period of six months, the poles and wires or tracks placed in the streets, the Companies shall forthwith at their own expense remove such poles, wires and tracks, and put the streets in proper repair, and in default thereof, the Corporation may do so and charge the expense thereof to the Companies. Poles, wires and tracks to be removed in case not used.

42. The Companies' line shall be divided into routes, the designation of which may, with the consent of the Corporation, be altered from time to time, each of which routes shall have terminal and central points, and the time of the departure of the car making the last trip for the day from each of said terminal and central points shall be published by authority of the Company, by time table or advertisement, and such time so published shall not be departed from under the penalty of \$10 for each and every offence, but the Companies shall not be liable to any penalty in case of obstruction to their line or other cause beyond the control of the Companies. Lines to be divided into routes.

43. In the Summer months the Companies shall run cars at intervals not exceeding ten minutes each way, on the streets mentioned in the 6th and 7th clauses hereof and at intervals not exceeding fifteen minutes each way on the rest of the lines between the hours of six a.m. and eight p.m. and every half hour between the hours of eight p.m. and eleven p.m., and on special occasions calling for increased service the Companies will supply it. Running time Summer months

43a. During the Summer months the cars on the Dalhousie Street branch shall begin running at 5:30 a.m. Do.

44. In the Winter months, the cars shall run at intervals not exceeding twenty minutes each way between the hours of seven a.m. and seven p.m., and every half hour between the hours of seven p.m. and ten-thirty p.m. Running time Winter months.

44a. In the event of the neglect or failure on the part of the Companies, or either of them, to run their car or cars as required by paragraphs 43 and 44 of this agreement, except when prevented by (1) lightning, (2) ice or a heavy fall of snow, (3) obstruction on the road beyond their control, or (4) any other cause which the Council for the time being may allow or excuse as the occasion may arise the said Companies shall in all Penalty for neglect to run regularly.

such cases of failure, forfeit and pay to the Corporation, the sum of \$10 as liquidated damages and not as a penalty.

Not obliged to maintain service on portion of Elgin street between 1st Nov. and 1st May.

45. It shall not be incumbent upon the Companies to maintain a service between the present Canada Atlantic Railway Station and the Exhibition Grounds by way of Elgin Street from the first of November to the first of May in any year.

Fares.

46. No higher fare than five cents shall be charged for the conveyance of one passenger from one point to another on the said line and branches thereof within the present city limits, and for children under ten years of age no higher fare than three cents shall be charged except between the hours of twelve o'clock midnight and five-thirty a.m.

Fares.

47. Between the hours of twelve o'clock midnight and five-thirty a.m., the Companies may charge a fare of not more than ten cents for the conveyance of each passenger carried by them.

Transfers.

48. When cars do not run from one point to another, the Companies shall issue transfer tickets without extra charge, available for a continuous trip only, to such passengers as require them to reach such points, but no passenger shall be entitled to a transfer ticket which will enable him to make a return journey upon one of the parallel lines of the Companies.

Reduced rates at certain hours.

49. The Companies agree to issue tickets at reduced rates to working men and others at the rate of thirty-three tickets for one dollar, or eight tickets for twenty-five cents, good from the first trip in the morning until seven-thirty a.m., and between the hours of five and six-thirty p.m., and to carry school children under fourteen years of age to and from school at the rate of forty tickets for one dollar, good between the hours of seven and nine-thirty a.m., eleven-thirty and one-thirty p.m., and three-thirty and five p.m.

School children.

Standard time.

49a. In the clauses of this agreement in which the time of day is mentioned, such time shall be understood to mean standard time at the City of Ottawa.

Fares, when payable.

Penalty for refusal to pay fare.

50. Fares shall be due and payable by every passenger on entering the car or other conveyance, and any person refusing to pay the fare when demanded by the conductor shall be liable to a fine not exceeding \$5, recoverable before any Justice of the Peace.

51. The Companies and their servants and officials shall conform to the regulations in the schedule hereto annexed and such further and other regulations as the Corporation shall from time to time deem requisite or necessary, and enact for the protection of persons and the property of the public.

52. In this agreement, unless the context otherwise requires, the expression track shall mean the rail's, ties, wires and other works of the Companies used in connection therewith.

53. When necessary in case of fire the Chief or person in charge of the Fire Brigade shall have the right to cut or pull down any wires of the Company which obstruct the operations of the firemen, or to direct that they shall be so cut or pulled down, and also to require the Company to stop the running of their cars to or near the building or buildings which may be on fire and the Corporation shall not be liable for any loss or damage thus caused.

54. The privileges hereby granted are subject to any existing rights (statutory or otherwise) of any other Corporation or Company, which now has power to open or take up the streets of the City, and are also subject to the provisions of any by-laws of the said Corporation now in force or that may hereafter be enacted by the Corporation during the currency of this agreement, not inconsistent with the terms of this agreement.

55. The said parties hereto agree to join in applying to the Parliament of the Dominion of Canada and to the Legislature of the Province of Ontario for legislation confirming and ratifying this agreement, and declaring the same to be valid, legal and binding upon the parties hereto, (the expenses of procuring such legislation to be borne by the Companies.)

56. If the said legislation should for any reason not be granted so that this agreement shall not be legalized and declared valid and binding upon all the parties hereto, the parties to this agreement shall be restored and remitted to their rights and legal position as they existed immediately prior to the execution of this agreement, but neither the said Companies nor the said Corporation shall have any claim against the other to recover as damages moneys expended upon the faith of this agreement.

In witness whereof the parties hereto of the first part have hereunto caused their corporate seal to be affixed under the hand

of their Mayor and City Clerk, and the parties hereto of the second and third parts have caused their corporate seals to be hereunto affixed.

Signed, sealed and delivered } (Sgd) O. DUROCHER,
in the presence of } [L. S.] *Mayor.*

(Sgd) A. MACLEAN,

(Sgd) F. H. CHRYSLER.

(Sgd) JOHN HENDERSON,
City Clerk.

OTTAWA CITY PASSENGER RAILWAY COMPANY.

(Sgd) W. Y. SOPER.
[L. S.] *President.*

(Sgd) JAMES D. FRASER,
Secretary.

OTTAWA ELECTRIC STREET RAILWAY COMPANY, LIMITED.

(Sgd) J. W. McRAE,
[L. S.] *President.*

(Sgd) JAMES D. FRASER,
Sec.-Treasurer.

SCHEDULE.

[Mentioned in Schedule B to this Act.]

The following rules and regulations in regard to the working of the railway shall be observed by the Companies and the officers and servants thereof :—

1. The Companies shall cause each car or other vehicle used by it to be numbered.

2. The cars or other vehicles shall be propelled by electricity, except during the period of Winter, when it may be necessary to use sleighs drawn by horses or propelled by electricity.

3. The cars shall not be propelled at a higher rate of speed than ten miles an hour within half a mile of the Parliament Buildings.

4. Should there be any foot passengers on any crossing before the car approaches the same the car shall be stopped so as to permit such passengers to cross.

5. Each car is to be supplied with a gong which shall be sounded by the driver when the car approaches to within fifty feet of each crossing.

6. The cars shall not be wilfully driven against any person or animal whilst being upon or crossing any of the streets of the city.

7. No cars shall be allowed to stop on or over a crossing, or in front of any intersecting streets, except to avoid a collision or prevent danger to persons in the streets, or for other unavoidable reasons, and no cars shall be left or remain in the street at any time, unless waiting for passengers.

8. When it is necessary to stop at the intersection of streets to receive or leave passengers the cars shall be stopped, so as to leave the rear platform slightly over the last crossing.

9. Conductors and drivers shall be required to bring the cars to a stop when passengers request to get on and off the cars.

10. After sunset the cars shall be provided with colored signal lights, for front and rear, and while sleighs are used, a bell shall be attached to the harness of each horse.

11. There shall be a conductor as well as the driver on each car or train, except on such portions of the lines as may be hereafter determined by the Corporation.

12. The conductor shall announce to the passengers the names of the streets and public squares as the cars reach them.

13. The cars shall be properly heated and lighted.

14. Careful, sober and civil agents, conductors and drivers shall at all times be employed to take charge of the cars on the said railway.

15. The said Companies and their servants and officials shall conform to all such further and other regulations as the said Council shall from time to time deem requisite or necessary to enact for the protection of persons and of property of the public.

(Sgd) O. DUROCHER,
Mayor.

OTTAWA CITY PASSENGER RAILWAY COMPANY.

[L. S.] (Sgd) W. Y. SOPER,
President.
(Sgd) JAMES D. FRASER,
Secretary.

OTTAWA ELECTRIC STREET RAILWAY COMPANY,
LIMITED.

[L. S.] (Sgd) W. Y. SOPER,
President.
(Sgd) JAMES D. FRASER,
Sec.-Treasurer.

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| do additional by 1895 | do 66 | do 9 |
| do may substitute other | do 67 | do 12 |
| do entitled to other | do 67 | do 13 |
| do timetable of | do 73 | do 42 |
| Rubble stone, for foundation | do 70 | do 24 |
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| 51 | School children, price of tickets | do 74 | do 49 |
| | Service, during the Summer... .. | do 73 | do 43, 43a |
| 37 | do during the Winter | do 73 | do 44 |
| 38 | Service pipes, ground wires connected to ... | do 67 | do 16 |
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do 3

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CORPORATION OF THE CITY OF OTTAWA.

By-law No. 1527

Entitled a By-law to amend By-law No. 1076 of the Corporation of the City of Ottawa.

The Council of the Corporation of the City of Ottawa enacts and ordains as follows:

1. Section 4 of the said By-law No. 1076, entitled "By-law for the protection and regulation of the streets of the City of Ottawa" passed on the 13th day of October, 1890, is hereby amended, by adding thereto the following sub-sections:

(a). The cars, carriages and snow-cleaning machines of The Ottawa Electric Railway Company, while running on the railway tracks of the said Company situate on the streets of the City of Ottawa, shall have the right to use the said railway tracks and the parts of the said streets within the said railway tracks as against all other conveyances and vehicles, and against all persons, animals and things whatsoever, except as hereinafter mentioned.

(b). Every person travelling upon the said railway tracks or any part thereof or on any part of the said streets within the said railway tracks, either alone or with a vehicle, sleigh or any other conveyance, or leading or driving any animal thereon, shall, whether meeting or proceeding in the same direction as the said cars, carriages or snow-cleaning machines of the said Company, turn out of the said railway tracks and permit the said cars, carriages and snow-cleaning machines to pass, and shall in no case and under no pretense whatever wilfully obstruct, hinder or delay the free passage and use of the said railway tracks by the said cars, carriages and snow-cleaning machines of the said The Ottawa Electric Railway Company.

(c). On all occasions of fire within the City of Ottawa the members of the Fire Department of the City of Ottawa and their assistants and the horses, vehicles and fire appliances of the said fire department, shall, whilst engaged or being employed at any fire, have the right to the sole use of the streets of the City of Ottawa and the railway tracks thereon within the limits prescribed under section 24 of By-law 1085 of the said Corporation, respecting fire department and fires, by the chief of the said fire department, or any other officer in charge at any fire, and no person shall move any car, carriage or snow-cleaning machine of the said Company within the said limits during any fire without the leave of an officer of the said fire department.

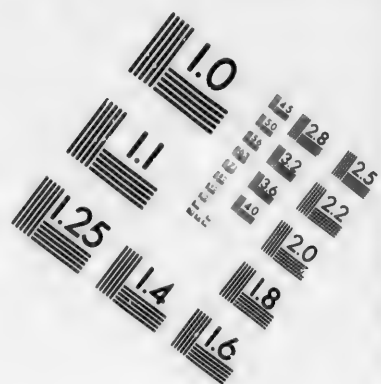
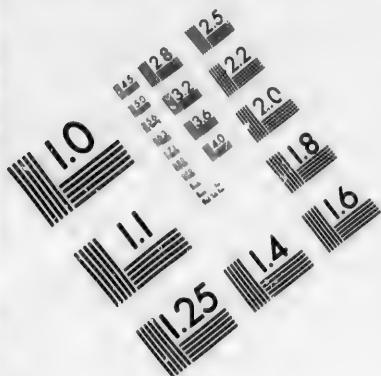
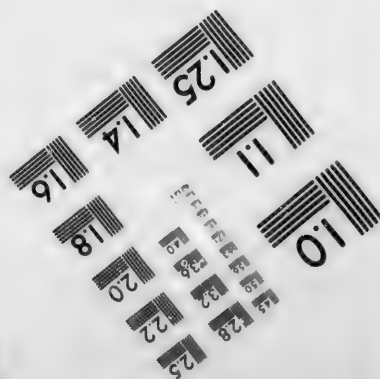
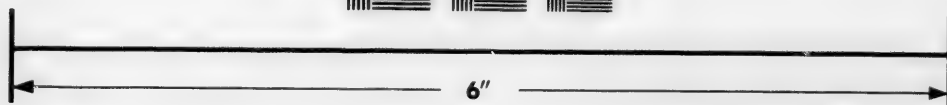
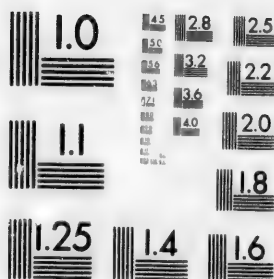


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2. Section 74 of said By-law No. 1076 shall apply to the amendments and provisions herein contained, as fully and effectually as if the same originally formed part of said By-law No. 1076.

Given under the Corporate Seal of the City of Ottawa, this 21st day of January, A.D. 1895.

(Certified)

JOHN HENDERSON,

City Clerk.

W. BORTHWICK,

Mayor.

By-law No. 1556

Being a By-law to ratify the terms of an agreement between the Ottawa Electric Railway Company and the Corporation of the City of Ottawa.

Whereas, under and by virtue of a resolution of the Council dated the 1st day of April, 1895, a certain agreement was authorized to be entered into with the Ottawa Electric Railway Company in the words and figures following:

Memorandum of Agreement made this eighth day of April, A. D. 1895.

Between the Ottawa Electric Railway Company, hereinafter called the "Company"

of the First Part;

And the Corporation of the City of Ottawa, hereinafter called the "Corporation"

of the Second Part.

Whereas, the said Company made an application to the said Corporation for an extension of time for the construction of certain portions of their line of railway mentioned and referred to in a certain agreement dated the 28th day of June, 1893, hereinafter called the original agreement (a copy of which is hereunto annexed and marked "A") and made between the said Corporation of the First Part, the Ottawa City Passenger Railway Company of the Second Part, and the Ottawa Electric Street Railway Company of the Third Part.

And whereas, the Council of the said Corporation dealt with the said application by a resolution passed at the meeting of the Council held on the 1st day of April, 1895, in the words and figures following:

"That in view of the fact of the Street Railway Committee having withdrawn its report which was to have been presented at the last meeting of this Council, and in view of said Committee not having yet reported on the matters mentioned in a communication from the Ottawa Electric Railway Company to this Corporation, bearing date 18th March, 1895, although referred to such Committee at said meeting, it is resolved:

"1. That the Company be granted permission to lay tracks on the Richmond Road from Broad street to Preston, and on Preston from the Richmond Road to Cedar street, and on Cedar street from Preston street westerly to the City limits.

"2. That the Company be bound to have a line of railway fully equipped and in operation from the City to the

" Experimental Farm, before the end of the present year (1895),
 " and that the Company be allowed to charge only City rates for
 " any passenger from any point within the City limits to the
 " Experimental Farm (or any intermediate point), and the same
 " rates from the Farm (or any intermediate point) to any part of
 " the City.

"3. That the Company be required to double track Nicholas
 " street from Rideau street to Theodore, and Theodore from
 " Nicholas to Chapel, (or to some other street east of Chapel to
 " be agreed upon) and to continue such tracks to Rideau street via
 " Wurtemberg, and single track Nicholas street from Theodore
 " to the southerly limits of the City, all to be built and in
 " operation not later than the 1st June, 1895.

"4. That in consideration of the foregoing the Company is
 " to be bound to build and have in operation a line of railway on
 " Elgin street from Catharine street to the Exhibition Grounds,
 " not later than the 1st day of June, 1896, and to operate the
 " same throughout the year after the 1st day of June, 1900; and
 " that the time mentioned in the existing contract for building
 " this line of railway be extended for one year.

"5. That the Company is to be bound to build and have in
 " operation a line of railway on Bell street from the westerly end
 " of Emily street to the present southerly end of Bell street, not
 " later than the 1st day of June, 1900; and that the time
 " mentioned in the existing contract for building this line of
 " railway be extended for a term of five years.

"6. That the Company be released from any liability under
 " Clause 9 of the original contract, to build on Preston street
 " south of its intersection with Cedar street.

"7. That the Company be required to execute within one
 " week from this date a formal supplementary contract, embodying
 " the foregoing terms, and such other terms not inconsistent
 " herewith as the City Solicitor may consider necessary for the
 " protection of the City's interest, and in case the Company shall
 " fail so to do that this resolution be void."

And whereas, the said Company have agreed to the terms
 and conditions imposed by and stipulated in the said resolution of
 Council.

Now this agreement witnesseth that in consideration of the
 covenants and agreements on the part of the said Company in
 these presents contained, as well as the covenants and agreements
 mentioned in the said original agreement, the consent, permission
 and authority of the Corporation is hereby given and granted to
 the Company, to construct, complete, maintain and operate
 during the balance of the term of thirty years mentioned in the

said original agreement, a double and single iron street railway, the propelling power of which shall be electricity, (or with the consent of the Corporation) any other power excepting steam, except during the period of winter, when the Company may substitute sleighs drawn by horses, with the necessary side tracks, switches and turnouts for the passing of cars, carriages and other vehicles adapted to the same upon and along the Richmond Road from Broad street to Preston street, and upon and along Preston street from the Richmond Road to Cedar street and upon and along Cedar street from Preston street westerly to the City limits, in the manner and on the terms and subject to the conditions, restrictions and provisions herein, and in the manner and on the terms and subject to the conditions, restrictions and provisions mentioned and contained in the said original agreement, and also subject to the provisions of Chapter 171, Revised Statutes of Ontario, 1887, entitled the Street Railway Act, or any amendment or amendments thereto that may be enacted from time to time during the currency of this agreement, so far as the same shall not be inconsistent herewith.

In consideration of the said permission and authority the said Company for itself, its successors and assigns doth hereby covenant and agree with the said Corporation and its successors and assigns as follows :

(1) That the Company shall and will construct, complete and equip and have in operation on or before the 31st day of December, A.D., 1895, a line of street railway from the present street railway system in the City of Ottawa to the Experimental Farm in the Township of Nepean.

(2) That the Company shall charge passengers using their line of railway from any point within the City limits to the Experimental Farm (or any intermediate point) and from the Experimental Farm (or any intermediate point) to the City, no higher fare than the rates charged passengers from one point to another point within the City limits under the said original agreement.

(3). That the Company shall and will lay a double street railway track on Nicholas street from Rideau street to Theodore street, and on Theodore street from Nicholas street to Chapel street (or to some other street east of Chapel street, to be agreed upon,) and to continue such double track to Rideau street via Wurtemberg street; and a single track on Nicholas street from Theodore street to the southern limit of the City on or before the 1st day of June, 1895, and shall and will have the said lines fully equipped and in operation not later than the said 1st day of June, 1895.

(4). That the Company shall and will construct, complete and equip and have in operation a line of railway on Elgin street from Catharine street to the Exhibition Grounds not later than

the 1st day of June, 1896, and shall and will operate the same continuously throughout the year after the 1st day of June, 1900, during the balance of the said term of thirty years.

(5). That the Company shall and will construct, complete and equip and have in operation a line of street railway on Bell street from the westerly end of Emily street to the present southerly end of Bell street not later than the 1st day of June, 1900.

(6). That the work to be performed by the said Company shall be constructed and carried on and shall be in all respects subject to the terms of the said original agreement and the Street Railway Act and the amendments thereto that may be enacted from time to time during the currency of this agreement so far as the same shall not be inconsistent herewith.

(7). That the said Company shall and will in all respects observe, perform, keep and fulfil, with reference to the said work and to all matters and things in connection therewith, all the terms, conditions, covenants, stipulations and provisos contained in the said resolution of Council hereinbefore recited and in the said original agreement, which said terms, conditions, covenants, stipulations and provisos are hereby made applicable to the lines of railway and additional lines of railway mentioned or referred to in the said resolution of Council.

(8). That the said Company shall and will indemnify and keep indemnified and save harmless the Corporation at all times from all costs, damages and expenses of every nature and kind whatsoever, which the Corporation may be put to or have to pay by reason of the exercise by the Company of its powers or any of them, or by reason of the neglect by the Company in the executing of its works or any of them, or by reason of the improper or imperfect execution of its works or any of them or by reason of the said works becoming unsafe or out of repair or otherwise howsoever, and should the Corporation incur, pay or be put to any such costs, damages or expenses the Company shall forthwith upon demand repay the same to the Corporation.

And the Corporation in consideration of the premises hereby releases the said Company from the obligation contained in Clause 9 of the said original agreement to build a line of railway on Preston street south of its intersection with Cedar street.

The Corporation hereby further agrees to extend the time mentioned in the said original agreement for the construction of the line of railway on Elgin street from Catharine street to the Exhibition Grounds for the term of one year and the time mentioned in the said original agreement for the construction of the line of railway on Bell street for the term of five years.

And it is hereby further agreed that except as herein set forth the said agreement of the 28th of June, 1893. (herein called the original agreement) and the Street Railway Act and amendments therein mentioned shall apply to the said additional or substituted lines of railway hereinbefore mentioned or authorized hereby, and especially the terms thereof as to the mileage rate to be paid by the said Company to the said Corporation, for so much of the lines as are within the City limits, and to the maintenance of the tracks and rails thereof, and to the removal of snow from the streets on which the same may be built and to the running of cars and the times and intervals at which the same shall be run on the branches of the railway of the said Company and the period of time for which the charter or permission to operate said lines of railway shall continue and the rights of the said Corporation to acquire and assume the ownership of the same and the works, plant and property, real and personal, used in connection therewith, and also all other stipulations and terms thereof in any way applicable to the branches hereby mentioned or authorized; it being hereby understood and agreed between the parties hereto that the said original agreement shall be read with and form part of these presents.

Provided always and it is hereby expressly understood and agreed that nothing contained herein, or in the said original agreement, or in the By-law of this Council ratifying the said original agreement, or in the By-law ratifying this agreement, shall be construed to impose any liability on the Corporation for the construction, repair or maintenance of the bridges on Cedar street, crossing the Canada Atlantic Railway lines and the Canadian Pacific Railway lines, or any bridge or bridges that may be constructed in place of the same, or shall be construed as an assuming by the Corporation of the said bridges, or any, or either of them.

In witness whereof, the said parties hereto have caused their respective Corporate Seals to be hereunto affixed under the hands of their proper officers in that behalf.

The Council of the Corporation of the City of Ottawa, so far as it is authorized by the said resolution, and not otherwise, enacts and ordains as follows:

The said agreement hereinbefore recited shall be and the same is hereby ratified and confirmed, and the said Company is hereby authorized to lay down street railways on the portions of the streets specified in the said agreement and to equip and operate the same when constructed, subject to and under the provisions and restrictions of the said agreement and the original agreement referred to in the said agreement so far as the same are authorized by or are consistent with the said statutes therein referred to and not otherwise, and further subject to and under the rules and regulations in regard to the working of the said

railway contained in the schedules of the said original agreement so far as the same are authorized by or are consistent with the said statutes, and to such further and other regulations as the Council of the Corporation of the City of Ottawa shall hereafter, from time to time deem requisite or necessary to enact for the protection of persons or of the property of the public.

Given under the Corporate Seal of the City of Ottawa, this 22nd day of April, A.D. 1895.

(Signed)

JOHN HENDERSON,

City Clerk.

(Signed)

W. BORTHWICK,

Mayor.

AGREEMENT

BETWEEN

The Ottawa Electric Railway Company

AND

The Corporation of the City of Ottawa.

MEMORANDUM OF AGREEMENT made this third day of June, in the year of our Lord, one thousand eight hundred and ninety-five.

BETWEEN

THE OTTAWA ELECTRIC RAILWAY COMPANY

(Hereinafter called the Company)

Of the First Part;

AND

THE CORPORATION OF THE CITY OF OTTAWA

(Hereinafter called the Corporation)

Of the Second Part;

WHEREAS it has been agreed by and between the Company and the Corporation to amend a certain agreement made between the parties hereto, and dated the 8th day of April, A. D. 1895, by substituting a route along Somerset Street, Isabella Street, Reserve Street and Division Street, for the route named in the said agreement for connecting the present street railway system in the City of Ottawa with the Experimental Farm in the Township of Nepean.

NOW THIS AGREEMENT WITNESSETH that for the purpose of carrying out the spirit and intent of the agreement hereinbefore recited, the said agreement of the eighth day of April, 1895, be and the same is hereby amended by striking out the words: "The Richmond Road from Broad Street to Preston Street and upon and along Preston Street from the Richmond Road to Cedar Street," where they occur in the 4th, 5th and 6th lines of page four of said agreement, and by inserting in lieu thereof the following words: "Somerset Street from Bank Street westerly to Isabella Street, thence upon and along Isabella Street, Reserve Street, Division Street and Cedar Street to the westerly side of Preston Street."

AND THIS AGREEMENT FURTHER WITNESSETH that the covenants, stipulations, conditions and terms contained in the said agreement of the eighth day of April, 1895, are here-

by made applicable to the substituted lines of street railway herein mentioned in the same manner and to the same extent as if the said lines of street railway were mentioned in the said agreement of the eighth day of April, 1895.

IN WITNESS WHEREOF the said parties hereto have hereunto caused their respective Corporate Seals to be hereunto affixed under the hands of their proper officers in that behalf.

THE OTTAWA ELECTRIC RAILWAY CO.

| | | | |
|------------------------------------------------------|---|-------------------------|---------|
| Signed, sealed and delivered in the presence of : | } | (sgd.) J. W. McRAE, | |
| | | President. | [seal.] |
| | | (sgd.) JAMES D. FRASER. | |
| | | Secy.-Treas. | |
| | | (sgd.) W. BORTHWICK, | |
| | | Mayor. | [seal.] |
| | | (sgd.) JOHN HENDERSON, | |
| | | City Clerk. | |

AGREEMENT

BETWEEN

The Corporation of the Village of Hintonburgh

AND

The Ottawa Electric Railway Company

11TH MAY, 1895.

By-Law No. 41.

BEING A BY-LAW RESPECTING A STREET RAILWAY.

WHEREAS under and by virtue of certain Acts of Parliament referred to in the Indenture of Agreement bearing date the Eleventh day of May, A.D. 1895, was made between the Corporation of the Village of Hintonburgh, of the First Part, and The Ottawa Electric Railway Company, of the Second Part, in the words and figures following:—

THIS INDENTURE made in duplicate on the Eleventh day of May, A.D. 1895:—

BETWEEN

THE CORPORATION OF THE VILLAGE OF
HINTONBURGH

(Hereinafter called the Corporation)

Of the First Part;

AND

THE OTTAWA ELECTRIC RAILWAY COMPANY

(Hereinafter called the Company)

Of the Second Part;

WHEREAS The Company is duly incorporated under various Acts, and is now a body corporate under the legislative

authority of the Parliament of Canada, under and by virtue of the Act of the Parliament of Canada, fifty-seventh and fifty-eighth Victoria, Chapter eighty-six.

AND WHEREAS the said Company has asked permission from the said Corporation to build lines of street railway, as hereinafter mentioned, within the limits of the Municipality of Hintonburgh, and the said Corporation have agreed to grant such permission upon the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH:

Authority to
construct and
operate.

Propelling
power.

Sleighs may be
used in winter.

1. That in consideration of the covenants and agreements on the part of the said Company in these presents contained, the consent, permission and authority of the Corporation is hereby given and granted to the Company and its assigns to construct, complete, maintain and operate during the term of twenty years, to be computed from the date of this agreement, a double or single iron or steel street railway, the propelling power of which shall be electricity or (with the consent of the Corporation) any other power, excepting steam (except during the period of winter, when the Company may when necessary, substitute sleighs drawn by horses), with the necessary side tracks, switches and turnouts for the passing of cars, carriages and other vehicles adapted to the same upon and along the streets hereinafter mentioned in the manner and on the terms and subject to the conditions, restrictions and provisos hereinafter contained, and also subject to the provisions of Chapter 171 R. S. O., 1887, entitled "The Street Railway Act" or any amendment or amendments thereto that may be enacted from time to time during the currency of this agreement so far as the same shall not be inconsistent herewith.

2. That said Company shall construct, equip and have in operation, not later than the first September, A.D. 1895, the following lines of railway:

Route.

Commencing upon Cedar Street at the western end of Cedar Street Bridge, thence along and upon the said street to the intersection of the same with the Richmond Road, thence crossing the Richmond Road to Young Street, thence along and upon Young Street to Gilchrist Street, thence along and upon Gilchrist Street produced to Grant Street or James Street at the option of the said Company, to be expressed to the Corporation within thirty days from the date hereof, thence along and upon such streets as the Company may select to such objective point in the said Village, as the said Company may at its option determine. PROVIDED that the Company shall not be obliged to have their line in operation by the date above mentioned, if they should be delayed either in obtaining power from the proper authorities to cross the railway bridges at Cedar Street, or in obtaining the right-of-way upon any of the streets above mentioned.

Provision for
delay in con-
structing.

Other streets
may be substi-
tuted.

3. The said Company may with the consent of the Corporation to be expressed by by-law, substitute other streets or parts thereof for the purpose of reaching the objective points so determined by the said Company.

4. The said Company shall also be entitled with the consent and approval of the Corporation expressed by by-law to extend the Street Railway service to any other of the streets of the Village of Hintonburgh, although the same are not herein specially named.

Tracks may be run on other streets than those named.

5. The Corporation shall grant to the said Company all licenses, rights and privileges necessary for the proper and efficient use by electric power, or with the consent of the Corporation any other power except steam, to operate the cars upon the said streets, including the right to open the said streets for the purpose of inserting and maintaining and to insert and maintain poles for the wires conveying electric power, provided that the Corporation are not bound to supply any land, water or other property whatsoever, or the use of any such, except the right-of-way mentioned in the next paragraph of this agreement.

Authority to use electric power and maintain poles and wires.

6. The Corporation agree to provide the right-of-way between Gilchrist Street and Grant or James Street, and for that purpose to open a street connecting the said points, and the Company agree to do all grading required between the Cedar Street Bridge and Queen Street, so as to put the portions of the streets traversed by the lines of the Company between the said points in proper repair for public travel thereon of such width as may be directed by the Corporation and graded to the level of the rails of the Company. The rails shall not when the work is completed project above the surface of the street, more than one half inch. All work under this clause to be executed to the satisfaction of the Corporation.

Corporation to provide a certain right of way.

Grading.

The Company also agree to construct the necessary culverts upon the said streets, and to keep them in repair.

8. The Corporation agree to pass from time to time such by-laws as may be required for the purpose of giving the Company the right to use and occupy such of the streets and highways of the municipality as are provided for, but not named in this agreement.

Corporation to pass by-laws from time to time giving Co. rights on streets not named in this agreement.

9. The cars, carriages and snow-cleaning machines of the Ottawa Electric Railway Company, while running on the railway tracks of the said Company situate on the streets of the Village of Hintonburgh, shall have the right to use the said railway tracks and the parts of the said streets within the said railway tracks as against all other conveyances and vehicles, and against all persons, animals and things whatsoever, except as hereinafter mentioned.

Right of way for cars, etc.

10. Every person travelling upon the said railway tracks or any part thereof, or on any part of the said streets within the said railway tracks, either alone, or with a vehicle, sleigh or any other conveyance, or leading or driving any animal thereon, shall, whether meeting or proceeding in the same direction as the said cars, carriages or snow-cleaning machines of the said Company, turn out of the said railway tracks and permit the said cars, carriages and snow-cleaning machines to pass, and shall in no case

Cars, etc., not to be obstructed by the public.

and under no pretense whatever wilfully obstruct, hinder or delay the free passage and use of the said railway tracks by the said cars, carriages and snow cleaning machines of the said The Ottawa Electric Railway Company.

Authority to use
passenger cars,
&c.

11. The said Company is hereby authorized to use passenger and other cars as the Corporation may determine, and to take, transport and carry passengers and baggage upon the same.

Company's wires
not to be con-
nected with
water or service
pipes.

12. The said Company shall not in any case connect any of its wires with the water pipes or service pipes or with any of the appliances in connection therewith without the consent of the Corporation, and the said Company shall and will at its own expense remove any such connections when required to do so by the said Corporation, and shall and will pay to the said Corporation any damages and expenses that the said Corporation may have incurred or may be put to by reason of the said connections having been made.

Exclusive rights
to 1st January,
1910.

13. The Corporation shall not before the first day of January, A.D. 1910, grant authority to any company, private individual or firm to construct and operate a street railway in any other part of the Village of Hintonburgh, and in the event of any company, private individual or firm thereafter proposing to construct street railways on any of the streets of the Village of Hintonburgh, including the streets mentioned in this agreement and not occupied by the Company, and the Corporation determining that there should be street railway service on such streets, the matter and substance of the proposal shall be notified to the Company and the option of constructing such proposed railways on the conditions contained in this agreement shall be offered to the Company, but if such option shall not be accepted by the Company within thirty days thereafter, or if the same having been accepted, the Company shall not proceed with the necessary works and complete the same within the time limited by the Corporation, the Corporation may grant the authority to any company, (organized after the above date), private individual or firm, and the Corporation and its grantees shall be entitled to cross the lines of the said Company with such railways as are authorized by this clause.

After 1st Jan.,
1910, Company
to have first
option of con-
structing on
other streets.

Exclusive rights
on streets
occupied.

14. Except as provided in the immediately preceding clause, the Corporation shall preclude any company, private individual or firm from constructing lines of street railway or using the lines of the said Company on any street occupied by said Company.

Exemption from
taxation on per-
sonal property,
&c., for 10 years
from 1st Dec.,
1895.

15. The Corporation shall grant to the said Company exemption from taxation and all other municipal rates on their franchises, tracks and rolling stock and other personal property used in and about the working of the railway, also on the income of the Company earned from the working of the said railway for a period of ten years from and after the first day of December, A.D. 1895. But this shall not apply to the real estate of the Company within the municipality.

Tracks, &c., to

16. The tracks of the railway and all works necessary for

constructing and laying the same shall be built and made in a substantial manner and according to the best modern practice under the supervision of the engineer or overseer or any such officer as the Corporation may appoint and to the satisfaction of the Corporation.

17. The lines of railway shall be of the gauge of four (4) feet eight and one-half ($8\frac{1}{2}$) inches, and the rails shall be the standard T rail of not less than fifty-six (56) pounds to the yard, and shall be laid, kept and maintained by the said Company flush with the streets and in such manner as shall least obstruct the free and ordinary use of the streets and the passage of vehicles and carriages over the same, the Corporation on their part agreeing to keep the streets in proper repair and keep the same up to grade with which the Company is from time to time required to keep their rails flush.

Gauge.

T rail to be used, laid flush with streets.

Grades.

18. The location of the poles, tracks and rails shall be subject to the approval of the Corporation, and the tracks shall conform to the grades of the several streets upon or along which the same are now, or shall hereafter be established. The Company shall not in any way alter or change the same.

Location of poles, tracks, &c.

Grades.

19. Before breaking up, opening or interfering with any part of the streets for the purpose of constructing the railway, the Company shall give the Corporation six days notice in writing of its intention so to do, and no more than three thousand (3,000) lineal feet of the streets shall without authority from the Corporation be broken up or open at any one time, and when the work shall have been commenced the same shall be proceeded with without intermission and as rapidly as the same can be carried on with due regard to the proper and efficient construction of the same.

Notice to be given Corporation before breaking up or opening streets.

20. Before commencing any work of alteration or repair the Company shall give to the Council notice of its intention so to do, and no more than two hundred (200) lineal feet of the streets shall be broken up or open at any one time or place without the authority of the Council, and when the work of alteration or repair shall have been commenced the same shall be proceeded with without intermission and as rapidly as the same can be carried on with due regard to their proper repair or alteration.

Notice to be given Corporation of intention to repair or alter.

21. During the construction or repair of the railway due and proper care shall be taken to leave sufficient space and crossings so that the traffic on the streets and other streets running at right angles thereto shall not be unnecessarily impeded, and that the water courses of the streets shall be left free and unobstructed, and lights, barriers or watchmen shall be provided and kept by the Company where and when the same shall be required to prevent accidents to the public.

Precautions during construction and repair.

22. While the rails are being laid, or any of the work of the Company is in course of construction or repair, the Company shall cause a free passage to be kept open for carriages and vehicles, and the Company shall remove or spread all surplus material

Free passage for vehicles during construction or repair.

over the streets as shall be directed by the officer of the Corporation for the time being having charge of the repairs of the streets, but the Company shall not be obliged to remove such surplus material to a greater distance than one-fourth of a mile.

Surplus material to be spread on streets.

Corporation reserves right to take up streets for altering grades, repairing &c.

23. The Corporation and the officers and servants thereof, shall have the right to take up the streets traversed by the railway, either for the purpose of altering the grades thereof, constructing or repairing the drains, sewers or culverts, or laying down or repairing gas or water pipes, or for any other purpose for the time being within the powers, privileges, duties and obligations of the Corporation, without any compensation to the said Company, and without being liable to the Company for any damage that may thereby be occasioned to the Company or the works connected therewith, or the working thereof, and the Corporation shall not be liable to the Company for any damage the Company may sustain from the breaking of sewers and water pipes.

Company liable for damages.

24. The Company shall be liable for all damages which may be occasioned to any person by reason of the construction, maintenance, repairs or operation of the railway.

Company to indemnify Corporation from costs and damages.

25. The Company shall indemnify and keep indemnified and save harmless the Corporation at all times from all costs, damages and expenses of every nature and kind whatsoever which the Corporation may be put to or have to pay by reason of the exercise by the Company of its powers or any of them, or by reason of neglect by the Company in the executing of its works or any of them, or by reason of the improper or imperfect execution of its works or any of them, or by reason of the said works becoming unsafe or out of repair or otherwise howsoever; and should the Corporation incur, pay, or be put to any such costs, damages or expenses, the Company shall forthwith upon demand repay the same to the Corporation.

Corporation may repair tracks if Company fails to do so after notice.

26. In case the Company shall fail to keep in a proper and sufficient state of repair the tracks of the railway so far as the Company is under the terms of this agreement liable so to do, the Corporation after one week's notice in writing to the superintendent, which may be served at the office of the Company in Ottawa, may do the said repairs at the expense of the Company, and the amount so expended may be recovered from the Company in any court of competent jurisdiction.

Corporation may order Company to stop operating parts of lines out of repair.

27. If the Company shall at any time permit any portion of the railway to become out of repair, or as in the opinion of the Corporation it should not be, the Company shall not, if so required by the Corporation, operate such part of the railway as may be reported out of repair until the necessary repairs have been made to the satisfaction of the Corporation.

Corporation to join Company in application to Government for railway crossings.

28. When it is necessary that the Company's tracks should cross the tracks of any railway company, or any of the works or property subject to any Government, the Corporation shall, if thereunto required by the Company, join with the Company in

the application to obtain such privileges, the Company paying the expenses of such application.

29. In the event of the Company running its cars on wheels during the winter months, the Company shall at its own expense remove the snow from the portions of Young street, Gilchrist street and Grant street or James street occupied by the tracks of the Company, from curb to curb, including such snow as may be deposited upon the said streets from sidewalks on such streets, and also such snow as may slide or naturally fall from roofs of buildings on to such streets, or on to such sidewalks and be thence removed to such streets. Provided, however, that snow to such a depth as may be determined by the Corporation from time to time shall be left on the roadbed for sleighing, and in the event of the Company neglecting to remove the snow from the said streets as and when directed by the Corporation, the same shall be removed by the Corporation and all the costs of such removal and all expenses incurred by reason of such non-removal by the Company shall be paid by the Company to the Corporation on demand.

Company to remove snow from certain streets.

30. Whenever it shall be necessary to remove any snow or ice from the track of the railway, the same shall not be left in heaps, but be spread evenly over the street, or removed as shall be directed by the officer of the Corporation for the time being charged with the supervision of the streets.

Snow and ice to be spread evenly on the streets.

31. The Company shall not make use of salt except on their rails.

32. In the event of the Company using wooden poles for the support of the electric wire on the streets, such poles shall be uniform and shall be dressed, shaped and painted to the satisfaction of the Corporation.

Poles.

33. Should the Company at any time cease to regularly use for the purpose of their railway for a period of six months the poles and wires or tracks placed in the streets, the Company shall forthwith at their own expense remove such poles, wires and tracks, and put the streets in proper repair. and in default thereof the Corporation may do so and charge the expense thereof to the Company.

Poles, wires and tracks to be removed in case not used.

34. In the Summer months the Company shall run cars at intervals not exceeding twenty minutes each way between the hours of six a.m. and eight p.m. and every half hour between the hours of eight p.m. and eleven p.m.

Running time, Summer months.

35. In the winter months the cars shall run at intervals not exceeding thirty minutes each way between the hours of 6:30 a.m. and 10:30 p.m.

Running time, Winter months.

36. In the event of the neglect or failure on the part of the Company to run their car or cars as required by paragraphs 34 and 35 of this agreement, except when prevented by (1) lightning, (2) ice or a heavy fall of snow, (3) obstruction on the road beyond their control, (4) any other cause which the Council for the time

Penalty for neglect to run regularly.

being may allow or excuse as the occasion may arise, the said Company shall in all such cases of failure forfeit and pay to the Corporation the sum of \$10 as liquidated damages, and not as a penalty.

Fares.

37. No higher fare than five cents shall be charged for the conveyance of one passenger from one point to another on the said line and branches thereof within the present and any future limits of the Village of Hintonburgh, and from thence to any point within the present limits of the City of Ottawa or to the Experimental Farm, and for children under ten years of age no higher fare than three cents shall be charged, except between the hours of twelve o'clock midnight and five thirty a.m.

Fares.

38. Between the hours of twelve o'clock midnight and five-thirty a. m. the Company may charge a fare of not more than ten cents for the conveyance of each passenger carried by them.

Transfers.

39. When cars do not run from one point to another, the Company shall issue transfer tickets without extra charge, available for a continuous trip only, to such passengers as require them to reach such points, but no passenger shall be entitled to a transfer ticket which will enable him to make a return journey upon one of the parallel lines of the Company.

Reduced rates
at certain hours.

40. The Company agrees to issue tickets at reduced rates to workmen and others at the rate of thirty-three tickets for one dollar, or eight tickets for twenty-five cents, good from the first trip in the morning until seven-thirty a.m., and between the hours of five and six-thirty p.m., and to carry school children under fourteen years of age to and from school at the rate of forty tickets for one dollar, good between the hours of seven and nine-thirty a.m., eleven-thirty and one thirty p.m., and three-thirty and five p. m.

Fares—
School children.

Standard time.

41. In the clauses of this agreement in which the time of day is mentioned, such time shall be understood to mean standard time at the City of Ottawa.

Fares—When
payable.

42. Fares shall be due and payable by every passenger on entering the car or other conveyance and any person refusing to pay the fare when demanded by the conductor shall be liable to a fine not exceeding \$5.00, recoverable before any justice of the peace, in and for the County of Carleton.

Penalty for re-
fusal to pay fare.

The Company,
their servants
and officials to
conform to the
regulations in
Schedule.

43. The Company and their servants and officials shall conform to the regulations in the schedule hereto annexed and such further and other regulations as the Corporation shall from time to time deem requisite or necessary, and enact for the protection of persons and the property of the public.

Meaning of the
expression
"track."

44. In this agreement, unless the context otherwise requires the expression "track" shall mean the rails, ties, wires and other works of the Company used in connection therewith.

45. When necessary in case of fire the chief or person in charge of the fire brigade shall have the right to cut or pull down any wires of the Company which obstruct the operations of the firemen, or to direct that they shall be so cut or pulled down, and also to require the Company to stop the running of their cars to or near the building or buildings which may be on fire, and the Corporation shall not be liable for any loss or damage thus caused.

Rights of Chief
of Fire Brigade
or person in
charge.

IN WITNESS WHEREOF the parties hereto of the First Part have hereunto caused their Corporate Seal to be affixed under the hand of their Reeve and Clerk, and the party hereto of the Second Part hath caused its Corporate Seal to be hereunto affixed.

| | | | |
|---------------------------------|---|-------------------------|--------|
| Signed, sealed and delivered | } | (Sgd.) JOHN O'MEARA, | |
| in the presence of | | Reeve of Hintonburg. | |
| (Sgd.) F. H. CHRYSLER. | } | (Sgd.) W. A. MASON, | [Seal] |
| | | Clerk. | |
| THE OTTAWA ELECTRIC RAILWAY CO. | | | |
| | | (Sgd.) J. W. McRAE, | |
| | | President. | [Seal] |
| | | (Sgd.) JAMES D. FRASER, | |
| | | Secretary-Treasurer. | |

SCHEDULE.

The following rules and regulations in regard to the working of the railway shall be observed by the Company and the officers and servants thereof :

1. The Company shall cause each car or other vehicle used by it to be numbered.
2. The cars or other vehicles shall be propelled by electricity except during the period of winter, when, whenever necessary to use the same, sleighs drawn by horses or propelled by electricity may be used.
3. Should there be any foot passengers on any crossing before the car approaches the same the car shall be stopped so as to permit such passengers to cross.
4. Each car is to be supplied with a gong which shall be sounded by the driver when the car approaches to within fifty feet of each crossing.
5. The cars shall not be wilfully driven against any person or animal whilst being upon or crossing any of the streets of the village.
6. No cars shall be allowed to stop on or over a crossing, or in front of any intersecting streets, except to avoid a collision or

prevent danger to persons in the streets, or for other unavoidable reasons, and no cars shall be left or remain in the streets at any time, unless waiting for passengers.

7. When it is necessary to stop at the intersection of streets to receive or leave passengers the cars shall be stopped so as to leave the rear platform slightly over the last crossing.

8. Conductors and drivers shall be required to bring the cars to a stop when passengers request to get on and off the cars.

9. After sunset the cars shall be provided with colored signal lights for front and rear, and while sleighs are used a bell shall be attached to the harness of each horse.

10. There shall be a conductor as well as the driver on each car or train, except on such portions of the lines as may be hereafter determined by the Corporation.

11. The conductor shall announce to the passengers the names of the streets as the cars reach them.

12. The cars shall be properly heated and lighted.

13. Careful, sober and civil agents, conductors and drivers shall at all times be employed to take charge of the cars on the said railway.

14. The said Company and its servants and officials shall conform to all such further and other regulations as the said Council shall from time to time deem requisite or necessary to enact for the protection of persons and of property of the public.

THE OTTAWA ELECTRIC RAILWAY COMPANY.

(Sgd.) J. W. McRAE,
President.

[Seal]

(Sgd) JAMES D. FRASER,
Secretary-Treasurer.

The Council of the Corporation of the Village of Hintonburgh so far as authorized by the said statutes and not otherwise, enacts and ordains as follows :

The said agreement hereinbefore recited shall be, and the same is hereby ratified and confirmed, and the said Company is hereby authorized to lay down street railways on the portions of streets specified in the said agreement, and to equip and operate the same when constructed, subject to and under the provisions and restrictions of the said agreement so far as the same is authorized by and is consistent with the said statutes and not otherwise and further subject to and under the rules and regulations in regard to the working of the said railway contained in the schedule of the said agreement so far as the

same is authorized by or is consistent with the said statutes and to such further and other regulations as the Council of the Corporation of the Village of Hintonburgh shall hereafter from time to time deem requisite or necessary to enact, for the protection of persons or of the property of the public.

Given under the Corporate Seal of the Village of Hintonburgh, this eleventh day of May, A.D. 1895.

Certified,

WITNESS :

(Sgd.) F. H. CHRYSLER.

(Sgd.) JOHN O'MEARA,
Reeve of Hintonburgh. [Seal.]

(Sgd.) W. A. MASON,
Clerk.

SUPPLEMENTARY AGREEMENT

BETWEEN

The Corporation of the Village of Hintonburgh

AND

The Ottawa Electric Street Railway Company.

16TH AUGUST, 1895.

By-law No. 48.

Being a By-law respecting the extension of an electric railway to and through Hintonburgh.

WHEREAS under and by virtue of certain Acts of Parliament referred to in an Indenture of Agreement embodied in By-law No. 41 of the Village of Hintonburgh, a certain Indenture of Agreement bearing date the sixteenth day of August, A.D. 1895, was made between the Corporation of the Village of Hintonburgh of the First Part and the Ottawa Electric Railway Company of the Second Part, in the words and figures following:

This Indenture made in triplicate on the 16th day of August A.D. 1895,

BETWEEN

THE CORPORATION OF THE VILLAGE OF
HINTONBURGH,

(Hereinafter called the Corporation,)
of the First Part;

AND

THE OTTAWA ELECTRIC RAILWAY COMPANY,

(Hereinafter called the Company,)
of the Second Part;

WHEREAS the said parties hereto on the eleventh day of May, A.D. 1895, entered into an agreement (hereinafter called the original agreement) respecting the construction of certain lines of street railway in the said Village of Hintonburgh upon the terms and conditions mentioned and set forth in the said original agreement.

And whereas the said original agreement was afterwards duly confirmed and ratified by a By-law of the said Corporation, being By-law No. 41 of the Village of Hintonburgh.

And whereas by section three of the said original agreement it was provided that the said Company might, with the consent of

the Corporation, to be expressed by By-law, substitute other streets or parts thereof for the purpose of reaching the objective points determined by the said Company.

And whereas the said Company have arranged that The By Town and Nepean Road Company shall grant to the Corporation that portion of the Richmond Road from the limits of the City of Ottawa to a point west of the intersection of the Richmond Road by Queen street, upon the following among other conditions, namely, that a new street be opened up for public travel north of the Richmond Road from Emily street to Queen street, following Emily street northerly to Caroline street, thence westerly along Caroline street extended westerly through the Armstrong property to Gilchrist street, thence along the line of Gilchrist street, and Gilchrist street extended westerly to Second avenue, and thence to James street, and by way of James street to Queen street aforesaid, which route from Merton street westward is shown and laid down in green colors on a plan prepared by C. A. Bigger, Esquire, O. L. S., dated 31st July, 1895, and now of record in the Registry Office of the County of Carleton.

And whereas the Company have applied to the Corporation to consent to the substitution of the Richmond Road from its intersection by Cedar street to a point west of its intersection by Queen street for the route mentioned in clause two of the said original agreement, and the Corporation have agreed to such substitution upon the terms and conditions following :

1. The parties hereto agree to amend section two of the said original agreement by striking out the words "crossing the Richmond Road to Young street, thence along and upon Young street to Gilchrist street, thence along and upon Gilchrist street produced to Grant street or James street at the option of the said Company to be expressed to the Corporation within thirty days from the date hereof" in the said section, and by inserting in lieu thereof the words, "along the Richmond Road to a point west of Queen street, where the Richmond Road is intersected by a street hereafter to be opened upon the property known as the Holland property."

2. Notwithstanding the change in the route of the railway as provided in the previous section of this agreement, the said Corporation and the said Company respectively agree to carry out the provisions of the said original agreement subject to the changes herein contained and for the purpose of making the said original agreement applicable, the said parties hereto agree as follows :

3. The Company agree to do all the grading required between the Cedar street bridge and the Richmond Road, and along the Richmond Road as far as its lines of railway are carried upon the said Richmond Road, so as to put the said streets between the said points in proper repair for public travel thereon of the width of thirty feet throughout and graded to the level of the rails of the Company when laid thereon, and said rails shall

not, when the work is completed, project above the surface of the street more than one half-inch ; all work under this clause to be executed to the satisfaction of the Corporation.

4. Section number six of the said original agreement is hereby abrogated and rescinded, and the following section is agreed to be substituted therefor.

5. "The Corporation agree to provide and open a street for public travel by way of Emily street, Caroline street extended westerly, Gilchrist street, Second avenue and James street from the intersection of the Richmond Road by Emily street to Caroline street, thence along Caroline street extended westerly through the Armstrong property to Gilchrist street, thence along Gilchrist street and Gilchrist street extended westerly to the eastern end of Second avenue, thence westerly to James street and thence by way of James street to Queen street, as the same is defined and laid down in green colors upon the registered plan of the said proposed street drawn by Charles A. Bigger, O.L.S., dated thirty-first July, 1895 ; and the Company agree to do all the grading required between the Richmond Road and Queen street so as to put the said proposed street between the said points in proper repair for public travel as follows : Graded to the width of thirty feet, twenty feet of such thirty feet to be macadamized, and fourteen feet of such twenty feet to have nine inches of macadam, or in case of rock filling six inches of macadam, the centre line of roadway when completed to be graded to the level shewn upon the profile prepared by F. A. Hibbard, C.E., and accepted by said Bigger as shown by his signature thereon ; all work under this clause to be executed to the satisfaction of the Corporation," which said profile is dated the tenth day of August, A. D. 1895.

6. Section number seven of the said original agreement is hereby rescinded and abrogated by consent of the parties and the following section is agreed to be substituted therefor.

7. "The Company also agree to construct the necessary culverts upon the said proposed new street by way of Emily street, Caroline street extended westerly, Gilchrist street, Second avenue, and James street between Young street and Queen street, and to efficiently repair the culverts on that portion of the Richmond Road traversed by the railway."

8. The said Company also agree to divert and excavate the creek running through said proposed street to the grade shown on the profile aforesaid, the said creek to be seven feet wide across the top and four feet wide at the bottom. The said creek shall be diverted so as to follow the southerly boundary of said proposed street from the westerly limit of lot number six hundred and eighty-three on registered plan one hundred and fifty-one Hintonburgh to the easterly limit of lot five hundred and fifty-seven on registered plan one hundred and fifty-one Hintonburgh, and thence northerly to the northerly boundary of the said proposed street.

9. On production of a certificate from the Corporation Engineer that the work mentioned in clause eight hereof has been executed to his satisfaction, the Corporation agrees to pay to the said Company the sum of five hundred dollars.

10. The Company may take such stone and other material as they require for making and grading the proposed street to be opened between Merton street and James street therefrom, and from the following streets, namely, Stott street, Ladouceur avenue and Young street in their order as herein set out consecutively, and for that purpose may enter upon the same with horses, carts, workmen and machinery.

11. The Company shall be responsible for all damages or injuries to any person, body, or corporation incurred by reason of their entry and work mentioned in the tenth clause hereof. They shall level the portions of the said streets mentioned in said clause ten so entered upon, and replace them in a condition satisfactory to the Corporation, and after their work of excavation is completed upon each of the said streets, the said Company shall leave proper approaches and modes of entry and egress to the occupants of the lots fronting upon the portions of said streets so entered upon, and save harmless and indemnify the said Corporation against all actions brought by reason of their entry or leveling aforesaid, but nothing herein contained shall be construed to make the Company in any way liable for change of grade or level.

12. Notwithstanding anything contained in By-law number forty-one of the said Corporation of Hintonburgh, the time for the commencement of the work upon the streets, creek and highways therein and herein mentioned is extended to the fifteenth day of October, A. D. 1895, and for the completion thereof to the fifteenth day of June, A. D. 1896; provided always and it is hereby expressly understood and agreed between the parties hereto that the said Company shall have their line of railway in running order and operation as far the intersection of Cedar street and the Richmond Road on the twentieth day of October next, 1895.

13. Should the said Company, without any default on the part of the Corporation, not have all the said works fully completed on or before the fifteenth day of June, A. D. 1896, to the satisfaction of the said Corporation, the said Corporation may at any time thereafter perform and complete the same at the expense of the Company.

14. In consideration of the covenants and agreements upon the part of the said Corporation herein and in the said original agreement contained, the Company hereby covenant and agree to pay to the Corporation yearly and every year for the period of five years to be computed from the first day of September, A. D. 1895, the sum of two hundred dollars per annum payable half yearly on the first day of January and the first day of July in each year, the first of such payments to become payable on the

first day of January, 1896. Provided that no portion of the said payment shall accrue due until the said Company have been put into the undisturbed possession of the said street for the purpose of constructing and operating their said lines of railway.

15. Section twenty-nine of the said original agreement is hereby amended by striking out the words "Young street, Gilchrist street and Grant street or James street," and substituting therefor the words "the Richmond Road."

16. Except as herein expressly amended the said original agreement shall in all other respects remain in full force and all the terms, provisions and conditions of the said original agreement shall apply to and be binding and obligatory upon each of the parties as if the substituted route by way of the Richmond Road had been the route agreed upon by the said original agreement.

17. It is mutually agreed that the said Corporation may repeal By-law number forty-three of the said Corporation, the terms thereof and of the agreements therein embodied, being contained herein in a more explicit manner.

In witness whereof the parties hereto of the First Part have caused their Corporate Seal to be hereunto affixed under the hands of their Reeve and Clerk, and the said Company have also caused their Corporate Seal to be hereunto affixed the day and year first above written.

| | | |
|------------------------------|-----------------------|--------|
| Signed, sealed and delivered | (Sgd.) JOHN O'MEARA, | |
| in the presence of | Reeve of Hintonburgh. | |
| (Sgd.) FRANK A. HIBBARD. | (Sgd.) W. A. MASON, | [Seal] |
| | Clerk. | |

THE OTTAWA ELECTRIC RAILWAY CO.

(Sgd.) J. W. McRAE,
President.
[Seal]

(Sgd.) JAMES D. FRASER,
Secretary-Treasurer.

The Council of the Corporation of the Village of Hintonburgh, so far as authorized by the said Statutes, and not otherwise, enacts and ordains as follows :

The foregoing agreement shall be and the same is hereby ratified and confirmed and, the said Company are hereby authorized to lay down street railways on the portions of streets specified in the said agreement, and to equip and operate the same when constructed, subject to and under the provisions and restrictions of the said agreement, and of the agreement embodied in By-law number forty-one of the Corporation of the Village of

Hintonburgh so far as the same are authorized by or are consistent with the said Statutes and not otherwise ; and further, subject to and under the rules and regulations in regard to the working of the said railway contained in the schedule of the said agreement so embodied in By-law number forty-one so far as the same are authorized by or are consistent with the said Statutes, and to such further and other regulations as the Council of the Corporation of the Village of Hintonburgh shall hereafter from time to time deem requisite or necessary to enact for the protection of persons or of the property of the public.

By-law number forty-three of the Corporation of the Village of Hintonburgh embodying the terms of an indenture between The Ottawa Electric Railway Company and The Corporation of the Village of Hintonburgh is, with the consent of the said Company hereinbefore expressed, hereby repealed.

Given under the Corporate Seal of the Village of Hintonburgh this sixteenth day of August, A. D. 1895.

Certified,

[Sgd.] JOHN O'MEARA,
Reeve of Hintonburgh.

[Sgd.] W. A. MASON,
Clerk,

[Seal]

gh.
[Seal]

[Seal]

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asurer.

inton-
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age of

**Clauses of "The Railway Act," 51 Vict., Chap. 29,
which apply to 55-56 Vict., Chap. 53 :**

How capital
stock may be
increased.

37. The original capital stock of any company may, with the approval of the Governor-in-Council, be increased, from time to time, to any amount, if such increase is sanctioned by a vote, in person or by proxy, of the shareholders who hold at least two-thirds in amount of the subscribed stock of the company, at a meeting expressly called by the directors for that purpose, by a notice in writing to each shareholder, delivered to him personally, or properly directed to him and deposited in the post office at least twenty days previously to such meeting, stating the time, place and object of such meeting, and the amount of the proposed increase; and the proceedings of such meeting shall be entered in the minutes of the proceedings of the company, and thereupon the capital stock may, with such approval, be increased to the amount sanctioned by such vote.

Entry on
minutes.

Compensation
for damage done.

92. The company shall, in the exercise of the powers by this or the special Act granted, do as little damage as possible, and shall make full compensation, in the manner herein and in the special Act provided, to all parties interested, for all damage by them sustained by reason of the exercise of such powers.

POWER TO BORROW MONEY.

Issue of bonds,
&c., authorized.

93. The directors of the company, under the authority of the shareholders, to them given at any special general meeting, called for the purpose in the manner provided by section forty-one of this Act, at which meeting shareholders representing at least two-thirds in value of the subscribed stock of the company, and who have paid all calls due thereon, are present in person or represented by proxy, may, subject to the provisions in this Act and the special Act contained, issue bonds, debentures or other securities signed by the president or other presiding officer and countersigned by the secretary, which counter-signature and the signature to the coupons attached to the same may be engraved; and such bonds, debentures or other securities may be made payable at such times and in such manner, and at such place or places in Canada or elsewhere, and may bear such rate of interest not exceeding six per cent. per annum, as the directors think proper:

When they may
be made pay-
able.

Disposal of
bonds, &c.

2. The directors may issue and sell or pledge all or any of the said bonds, debentures, or other securities, at the best price and upon the best terms and conditions which at the time they may be able to obtain, for the purpose of raising money for prosecuting the said undertaking;

3. No such bond, debenture or other security shall be for a less Amount of sum than one hundred dollars :
bond, &c.

4. The power of issuing bonds conferred upon the company hereby or under the special Act shall not be construed as being exhausted by such issue ; but such power may be exercised, from time to time, upon the bonds constituting such issue being withdrawn or paid off and duly cancelled ; but no bonds or debentures shall be issued until twenty per centum of the cost has been actually expended on the work ; and the limit to the amount of bonds, debentures or other securities fixed in the special Act shall not be exceeded. Extent of borrowing power.

94. The company may secure such bonds, debentures, or other securities, by a mortgage deed creating such mortgages, charges and incumbrances upon the whole of such property, assets, rents and revenues of the company, present or future or both, as are described in the said deed ; but such rents and revenues shall be subject in the first instance to the payment of any penalty imposed for non-compliance with the requirements of this Act respecting returns to be made to the Minister, and next to the payment of the working expenditure of the railway : Mortgage deed to secure bonds, &c.
Penalties and working expenditures to be a first charge.

2. By the said deed the company may grant to the holders of such bonds, debentures, or other securities, or the trustees named in such deed, all and every the powers, rights and remedies granted by this act in respect of the said bonds, debentures, or other securities, and all other powers, rights and remedies not inconsistent with this Act, or may restrict the said holders in the exercise of any power, privilege or remedy granted by this Act, as the case may be ; and all the powers, rights and remedies so provided for in such mortgage deed shall be valid and binding and available to the said holders in manner and form as therein provided : Powers which may be granted by deed.
Validity of deed.

3. Every such mortgage deed shall be deposited in the office of the Secretary of State of Canada—of which deposit notice shall be given by the company in the *Canada Gazette*. Deposit of deed.

95. The bonds, debentures, or other securities, hereby authorized to be issued shall be taken and considered to be the first preferential claim and charge upon the company, and the franchise, undertaking, tolls and income, rents and revenues, and real and personal property thereof, at any time acquired, save and except as provided for in the next preceding section : Bonds, &c., to be a preferential claim on the undertaking.

2. Each holder of the said bonds, debentures, or other securities, shall be deemed to be a mortgagee or incumbrancer upon the said securities *pro rata* with all the other holders ; and no proceedings authorized by law or by this Act shall be taken to enforce payment of the said bonds, debentures, or other securities, or of the interest thereon, except through the trustee or trustees appointed by or under such mortgage deed. Holder to be a mortgagee.

Powers of
holders in case
of non-payment.

96. If the company makes default in paying the principal or interest on any of the bonds, debentures, or other securities, hereby authorized, at the time when the same, by the terms of the bond, debenture, or other security, becomes due and payable, then at the next annual general meeting of the company, and at all subsequent meetings, all holders of bonds, debentures, or other securities, so being and remaining in default shall, in respect thereof, have and possess the same rights and privileges and qualifications for being elected directors and for voting at general meetings as would attach to them as shareholders if they held fully paid-up shares of the company to a corresponding amount:

Rights of
holders defined.

2. The rights given by this section shall not be exercised by any such holder unless it is so provided by the mortgage deed nor unless the bond, debenture or other security, in respect of which he claims to exercise such rights has been registered in his name, in the same manner as the shares of the company are registered, at least ten days before he attempts to exercise the right of voting thereon; and the company shall be bound on demand to register such bonds, debentures or other securities, and thereafter any transfers thereof, in the same manner as shares or transfers of shares:

Registration.

Certain rights
not affected.

3. The exercise of the rights given by this section shall not take away, limit or restrain any other of the rights or remedies to which the holders of the said bonds, debentures or other securities are entitled under the provisions of such mortgage deed.

Transfer of
bonds, &c.

97. All bonds, debentures or other securities hereby authorized may be made payable to bearer and shall in that case be transferable by delivery, until registration thereof as herein-before provided, and while so registered they shall be transferable by written transfers, registered in the same manner as in the case of the transfer of shares.

Promissory
notes may be
issued.

98. The company may become party to promissory notes and bills of exchange for sums not less than one hundred dollars; and every such note or bill made, drawn, accepted or indorsed by the president or vice-president of the company, or other officer authorized by the by-laws of the company, and counter-signed by the secretary, shall be binding on the company; and every such note or bill of exchange so made, drawn, accepted or indorsed, shall be presumed to have been made, drawn, accepted or indorsed with proper authority until the contrary is shown; and in no case shall it be necessary to have the seal of the company affixed to such promissory note or bill of exchange, nor shall the president or vice-president or secretary or other officer so authorized be individually responsible for the same, unless such promissory note or bill has been issued without proper authority; but nothing in this section shall be construed to authorize the company to issue any note or bill payable to bearer, or intended to be circulated as money or as the note or bill of a bank.

No seal required.

Notes not to be
payable to
bearer.

239. Before such approval is given, notice of the application therefor shall be published in the *Canada Gazette* for at least two months previously to the time therein named for the making of such application; and such notice shall state a time and place when the application is to be made, and that all persons interested may then and there appear and be heard on such application.

Notice of appli-
cation for
approval.

**Clauses of "The Companies Act," 40 Vict., Chap. 43,
Sec. 1, which apply to 55-56 Vict., Chap. 53 :**

**Effect of the
agreement when
perfected.**

101. Upon the completion and perfection of the said agreement and act of consolidation, as provided in the next preceding section, the several corporations or societies, parties thereto, shall be deemed and taken to be consolidated, and to form one corporation, by the name in the said agreement provided, with a common seal, and shall possess all the rights, privileges and franchises of each of such corporations. 40 V., c. 43, s. 102.

**Business and
rights of both
companies
vested in new
company.**

102. Upon the consummation of such consolidation as aforesaid, all and singular the business property, real and personal, and all rights and incidents appurtenant thereto, all stock, mortgages or other securities, subscriptions and other debts due on whatever account, and other things in action belonging to such corporations or either of them, shall be taken and deemed to be transferred to and vested in such new corporation without further act or deed : Provided, however, that all rights of creditors and liens upon the property of either of such corporations shall be unimpaired by such consolidation, and that all debts, liabilities and duties of either of the said corporations shall thenceforth attach to the new corporation, and may be enforced against it to the same extent as if the said debts, liabilities and duties had been incurred or contracted by it ; and that no action or proceeding, legal or equitable, by or against the said corporations so consolidated, or either of them, shall abate or be affected by such consolidation, but for all the purposes of such action or proceeding such corporation may be deemed still to exist, or the new corporation may be substituted in such action or proceeding in the place thereof. 40 V., c. 43, s. 103.

**Proviso :
saving rights of
third parties.**

Clauses of "The Companies Act," as amended by
 Chap. 20 of 1887, which apply to 55-56 Vict.,
 Chap. 53 :

"98. The Company may unite, amalgamate and consolidate its stock, property, business and franchises with those of any other company or society incorporated or chartered to transact a like business and any other business in connection with such business, or with those of any building, savings or loan company or society heretofore or hereafter incorporated or chartered, or may sell its assets to any such other company or society, which is hereby authorized to purchase the same, or may purchase the assets of any other such company or society, which is hereby authorized to sell the same, and for the purpose of carrying out such purchase or sale, the company so purchasing may assume the liabilities of the company so selling and may enter into such bond or agreement of indemnity with the company or the individual shareholders thereof or both as may be necessary, and may enter into all contracts and agreements necessary to such union, amalgamation, consolidation, sale, purchase or acquisition."

Company may
 unite with
 another com-
 pany or purchase
 or sell assets.

"99. The directors of the Company and of any other such company or society may enter into a joint agreement under the corporate seals of each of the said corporations for the union, amalgamation or consolidation of the said corporations, or for the sale by the Company of its assets to any other such company or society, or for the purchase and acquisition by the Company of the assets of any such company or society, prescribing the terms and conditions thereof, the mode of carrying the same into effect, the name of the new corporation, the number of directors and other officers thereof, and who shall be the first directors and officers thereof, the manner of converting the capital stock of each of the said corporations into that of the new corporation, with such other details as they deem necessary to perfect such new organization, and the union, amalgamation, and consolidation of the said corporations and the after management and working thereof, or the terms and mode of payment for the assets of the company by any other such company or society purchasing the same, or for the assets of any other such company or society purchased or acquired by the company."

Agreement for
 union, how made
 and what to
 provide.

"100. Such agreement, or if no agreement has been entered into but an offer has been made by another company or society under its corporate seal for the purchase of the assets of the Company, or if the Company has made any offer under its corporate seal for the purchase of the assets of another Company or society, then such offer shall be submitted to the shareholders of each of the said corporations at a meeting thereof to be held separately for the purpose of taking the same into consideration :

Approval of
 shareholders.

Notice of
meeting for
such purpose.

"2. Notice of the time and place of such meetings and the objects thereof shall be given by written or printed notices addressed to each shareholder of the said corporations respectively, at his last known post office address or place of residence, and also by a general notice inserted in a newspaper published at the chief place of business of such corporations once a week for six successive weeks :

Proceedings at
meetings.

"3. At such meetings of shareholders such agreement or offer shall be considered and a vote by ballot taken for the adoption or rejection of the same, each share entitling the holder thereof to one vote, unless otherwise provided by the by-laws of the said respective corporations, and the said ballots being cast in person or by proxy ; and it two-thirds of the votes of all the shareholders of such corporations representing not less than two-thirds in value of the paid up capital stock of each shall be for the adoption of such agreement, or the adoption and acceptance of such offer, then that fact shall be certified upon the said agreement or offer by the secretary or manager of each of such corporations under the corporate seals thereof :

If the agree-
ment is adopted
or the offer
accepted.

"4. If the said agreement is so adopted or the said offer so adopted and accepted at the respective meetings of the shareholders of each of the said corporations, the agreement so adopted or the offer so adopted and accepted and the said certificates thereon shall be filed in the office of the Secretary of State of Canada, and the said agreement or offer shall thenceforth be taken and deemed to be the agreement and act of union, amalgamation and consolidation of the said corporations, or the agreement and deed of purchase and acquisition of the assets of the Company by such other company or society so purchasing or by the Company of the assets of the company or society so selling, as the case may be ; and the assets of the company selling shall thereupon, without any further conveyance, become absolutely vested in the Company purchasing, and the Company purchasing shall thereupon become and be responsible for the liabilities of the Company or society so selling, the whole as fully and effectually to all intents and purposes as if a special Act were passed with that object ; and in dealing with the assets of the Company selling it shall be sufficient for the Company purchasing to recite the said agreement and the filing thereof in the office of the Secretary of State of Canada.

Effect of
agreement.

Copy to be
evidence.

"5. A copy of such agreement or offer so filed and of the certificates thereon properly certified shall be evidence of the existence of such new corporation or of such purchase and acquisition :

Letters patent
may issue to the
new company.

"6 Due proof of the foregoing facts shall be laid before the Governor in Council, and the Governor in Council may issue letters patent to the new corporation and notice thereof shall be duly published by the Secretary of State in the *Canada Gazette*, after which the new corporation may transact business :

Who only may
vote at such
meetings.

"7. The shareholders who may vote at such meetings shall be those only whose names are duly entered in the books of the respective corporations at the date of the first publication of the notices calling such meetings, and they shall vote upon the shares only then standing in their respective names."

Clauses of "The Companies Clauses Act," which apply to 55-56 Vict., Chap. 53 :

SHORT TITLE.

1. This Act may be cited as "*The Companies Clauses Act*," Short title.
32-33 V., c. 12, s. 1.

INTERPRETATION.

2. In this and the special Act, unless the context otherwise Interpretation.
requires,—

(a.) The expression "the special Act" means any Act incorp- "Special Act."
ating a company to which this Act applies, and with which this
Act is incorporated, as hereinafter provided,—and also all Acts
amending such Act ;

(b.) The expression "the company" means the company incor- "Company."
porated under the special Act ;

(c.) The expression "the undertaking" means the whole of the "Undertaking."
works and business of whatsoever kind, which the company is
authorized to undertake and carry on ;

(d.) The expression "real property" or "land" includes mes- "Real property."
suages, lands, tenements and hereditaments of any tenure, and all "Land."
immovable property of any kind ;

(e.) The expression "shareholder" means every subscriber to or "Shareholder."
holder of stock in the company, and includes the personal repre-
sentatives of the shareholder. 32-33 V., c. 12, s. 2.

APPLICATION OF ACT.

3. This Act applies to every joint stock company incorporated Application of
subsequent to the twenty-second day of June, one thousand eight Act, and to
hundred and sixty-nine, by any special Act of the Parliament of what companies.
Canada, for any of the purposes or objects to which the legislative
authority of the Parliament of Canada extends, except companies
for the construction and working of railways, or the business of
banking and the issue of paper money, or insurance,—and, so far
as it is applicable to the undertaking, and is not expressly varied
or excepted by the special Act, is incorporated with it, and forms
part thereof, and shall be construed therewith as forming one
Act. 32-33 V., c. 12, s. 3.

4. Any of the provisions of this Act may be excepted from How provisions
incorporation with the special Act ; and for that purpose it shall of this Act may
be sufficient to provide in the special Act that the sections or be excepted from
sub-sections of this Act which it is proposed so to except, refer- incorporation
ring to them by the numbers they bear, shall not be incorporated with the Act.
with the special Act, and the special Act shall be construed ac-
cordingly. 32-33 V., c. 12, s. 4.

GENERAL POWERS.

General corporate powers of companies.

5. Every company incorporated under any special Act shall be a body corporate under the name declared in the special Act, and may acquire, hold, alienate and convey any real property necessary or requisite for the carrying on of the undertaking of such company, and shall be invested with all the powers, privileges and immunities necessary to carry into effect the intention and objects of this Act and of the special Act, and which are incident to such corporation, or are expressed or included in "*The Interpretation Act.*" 32-33 V., c. 12, s. 5.

Powers to be subject to this Act, unless excepted.

6. All powers given by the special Act to the company shall be exercised, subject to the provisions and restrictions contained in this Act, except such as are by the special Act expressly excepted from incorporation with it. 32-33 V., c. 12, s. 6.

DIRECTORS—THEIR DUTIES AND POWERS.

Directors

7. The affairs of the company shall be managed by a board of not more than nine and not less than three directors. 32-33 V., c. 12, s. 7.

Provisional directors.

8. The persons named as such, in the special Act, shall be the first or provisional directors of the company, and shall remain in office until replaced by directors duly elected in their stead. 32-33 V., c. 12, s. 8.

Qualification of directors subsequently appointed.

9. No person shall be elected as a director unless he is a shareholder, owning stock absolutely in his own right, and not in arrear in respect of any call thereon; and the majority of the directors of the company so chosen shall, at all times, be persons resident in Canada, and subjects of Her Majesty, by birth or naturalization. 32-33 V., c. 12, s. 9.

Election of directors; term of office.

10. The directors of the company shall be elected by the shareholders, in general meeting of the company assembled, at such times, in such manner, and for such term, not exceeding two years, as the special Act, or in default thereof, as the by-laws of the company prescribe. 32-33 V., c. 12, s. 10.

General provisions.

11. In the absence of other provisions in that behalf, in the special Act or the by-laws of the company,—

As to elections.

(a.) The election of directors shall take place yearly, and all the directors then in office shall retire, but if otherwise qualified they shall be eligible for re-election;

Notice of general meetings.

(b.) Notice of the time and place for holding general meetings of the company shall be given at least ten days previously thereto, in some newspaper published at the place in which the head office or chief place of business of the company is situated, or if there is no newspaper there published, then in the newspaper published nearest thereto;

Votes.

(c.) At all general meetings of the company every shareholder shall be entitled to as many votes as he owns shares in the company, and may vote by proxy;

(d.) Elections of directors shall be by ballot ;

Ballot.

(e.) Vacancies occurring in the board of directors may be filled for the remainder of the term, by the directors from among the qualified shareholders of the company ;

Vacancies.

(f.) The directors shall from time to time, elect from among themselves a president of the company ; and shall also appoint, and may remove at pleasure all other officers thereof. 32-33 V., c. 12, s. 11.

President and officers.

12. If, at any time, an election of directors is not made or does not take effect at the proper time, the company shall not be held to be thereby dissolved ; but such election may take place at any general meeting of the company, duly called for that purpose ; and the retiring directors shall continue in office until their successors are elected. 32-33 V., c. 12, s. 12.

Failure to complete election, how remedied.

13. The directors of the company may, in all things, administer the affairs of the company, and may make or cause to be made for the company, any description of contract which the company may, by law, enter into ; and may, from time to time, make by-laws not contrary to law or to the special Act or to this Act, for the following purposes :

Powers of directors.

(a.) The regulating of the allotment of stock, the making of calls thereon, the payment thereof, the issue and registration of certificates of stock, the forfeiture of stock for non-payment, the disposal of forfeited stock and of the proceeds thereof, and the transfer of stock ;

Stock.

(b.) The declaration and payment of dividends ;

Dividends.

(c.) The number of the directors, their term of service, the amount of their stock qualification and their remuneration, if any ;

Directors.

(d.) The appointment, functions, duties, and removal of all agents, officers and servants of the company, the security to be given by them to the company and their remuneration ;

Officers.

(e.) The time and place for the holding of the annual meeting of the company, the calling of meetings, regular and special, of the board of directors and of the company, the quorum at meetings of the directors and of the company, the requirements as to proxies, and the procedure in all things at such meetings ;

Meetings.

(f.) The imposition and recovery of all penalties and forfeitures admitting of regulation by by-law ;

Fines.

(g.) The conduct, in all other particulars, of the affairs of the company ;

General business.

2. The directors may, from time to time, repeal, amend or re-enact the same ; but every such by-law and every repeal, amendment or re-enactment thereof, unless it is in the meantime confirmed at a general meeting of the company, duly called for that purpose, shall only have force until the next annual meeting of the company, and in default of confirmation thereat shall, at and from that time only, cease to have force. 32-33 V., c. 12, s. 13, part.

Altering by-laws

Proviso : as to confirmation of by-laws.

Evidence of
by-laws.

14. A copy of any by-law of the company, under its seal, and purporting to be signed by any officer of the company, shall be received as *prima facie* evidence of such by-law in all courts in Canada. 32-33 V., c. 12, s. 14.

CAPITAL STOCK AND CALLS THEREON.

Stock to be
personal
estate.

15. The stock of the company shall be personal estate, and shall be transferable in such manner only, and subject to such conditions and restrictions as are prescribed by this Act, or by the special Act or the by-laws of the company. 32-33 V., c. 12, s. 15.

Allotment of
stock.

16. If the special Act makes no other definite provision, the stock of the company shall be allotted at such times and in such manner as the directors, by by-law or otherwise, prescribe. 32-33 V., c. 12, s. 16.

Instalments
thereon: how
called in, &c.

17. The directors of the company may call in and demand from the shareholders thereof respectively, all sums of money by them subscribed, at such times and places and in such payments or instalments as the special Act, or this Act, requires or allows; and interest shall accrue and fall due, at the rate of six per centum per annum, upon the amount of any unpaid call, from the day appointed for payment of such call. 32-33 V., c. 12, s. 17.

Payment of
calls: enforce-
ment of, by
action.

18. The company may enforce payment of all calls and interest thereon, by action in any court of competent jurisdiction, and in such action it shall not be necessary to set forth the special matter, but it shall be sufficient to declare that the defendant is a holder of one share or more, stating the number of shares, and is indebted to the company in the sum of money to which the calls in arrear amount, in respect of one call or more, upon one share or more, stating the number of calls and the amount of each call, whereby an action has accrued to the company under this Act; and a certificate under the seal of the company, and purporting to be signed by any officer of the company, to the effect that the defendant is a shareholder, that such call or calls has or have been made, and that so much is due by him and unpaid thereon, shall be received in all courts as *prima facie* evidence thereof. 32-33 V., c. 12, s. 18.

Or by forfeiture
of shares.

19. If, after such demand or notice as by the special Act or the by-laws of the company is prescribed, any call made upon any share or shares is not paid within such time as by such special Act or by-laws is limited in that behalf, the directors, in their discretion, by resolution to that effect, reciting the facts and duly recorded in their minutes, may summarily declare forfeited any shares whereon such payment is not made; and such shares shall thereupon become the property of the company, and may be disposed of as the directors by by-law or otherwise prescribe. 32-33 V., c. 12, s. 19.

21. No share shall be transferable, until all previous calls thereon have been fully paid, or until it is declared forfeited for non-payment of a call or calls thereon. 32-33 V., c. 12, s. 21. Restriction as to transfer.

22. No shareholder who is in arrear in respect of any call shall vote at any meeting of the company. 32-33 V., c. 12, s. 22. Shareholders in arrears not to vote.

BOOKS OF THE COMPANY.

23. The company shall cause a book or books to be kept by the secretary, or by some other officer especially charged with that duty, wherein shall be kept recorded,— Stock book to be kept; its contents.

(a.) The names, alphabetically arranged, of all persons who are or have been shareholders; Names of shareholders.

(b.) The address and calling of every such person, while such shareholder; Addresses.

(c.) The number of shares of stock held by each shareholder; Number of shares.

(d.) The amounts paid in, and remaining unpaid, respectively, on the stock of each shareholder; Amounts paid and unpaid.

(e.) All transfers of stock, in their order as presented to the company for entry, with the date and other particulars of each transfer, and the date of the entry thereof; and,— Transfers.

(f.) The names, addresses and calling of all persons who are or have been directors of the company, with the several dates at which each became or ceased to be such director. 32-33 V., c. 12, s. 23. Names, &c., of directors.

24. The directors may allow or refuse to allow the entry in any such book, of any transfer of stock whereof the whole amount has not been paid; and whenever entry is made in such book of any transfer of stock not fully paid up, to a person who is not apparently of sufficient means, the directors shall be jointly and severally liable to the creditors of the company, in the same manner and to the same extent as the transferring shareholder, except for such entry, would have been liable; but if any director present when such entry is allowed does forthwith, or if any director, then absent, does, within twenty-four hours after he becomes aware thereof and is able so to do, enter on the minute book of the board of directors his protest against such transfer, and within eight days thereafter publishes such protest in at least one newspaper published at the place in which the head office or chief place of business of the company is situated, or if there is no newspaper there published, then in the newspaper published nearest thereto, such director may thereby, and not otherwise, exonerate himself from such liability. 32-33 V., c. 12, s. 24. Powers and liability of directors as regards transfers in certain cases.

25. No transfer of stock, unless made by sale under execution or under the decree, order or judgment of a court of competent jurisdiction, shall be valid for any purpose whatsoever until entry thereof has been duly made in such book or books, except for the purpose of exhibiting the rights of the parties thereto towards each other, and of rendering the transferee liable, in the meantime, jointly and severally with the transferor, to the company and its creditors. 32-33 V., c. 12, s. 25. Transfers valid only after entry.

Stock books to be open for inspection.

26. Such books shall, during reasonable business hours of every day, except Sundays and holidays, be kept open for the inspection of shareholders and creditors of the company, and their personal representatives, at the head office or chief place of business of the company; and every shareholder, creditor or personal representative may make extracts therefrom. 32-33 V., c. 12, s. 26.

Books to be *prima facie* evidence.

27. Such books shall be *prima facie* evidence of all facts purporting to be therein stated, in any suit or proceeding against the company or against any shareholder. 32-33 V., c. 12, s. 27.

Penalty for false entries.

28. Every director, officer or servant of the company who knowingly makes or assists in making any untrue entry in any such book, or who refuses or wilfully neglects to make any proper entry therein, or to exhibit the same, or to allow the same to be inspected and extracts to be taken therefrom, is guilty of a misdemeanor, and liable to imprisonment for any term not exceeding two years. 32-33 V., c. 12, s. 28.

Penalty for neglect to keep books open.

29. Every company which neglects to keep such book or books open for inspection as aforesaid shall forfeit its corporate rights. 32-33 V., c. 12, s. 29.

SHAREHOLDERS.

Liability of shareholders.

30. Every shareholder shall, until the whole amount of his stock has been paid up, be individually liable to the creditors of the company, to an amount equal to that not paid up thereon; but shall not be liable to an action therefor by any creditor, until an execution against the company at the suit of such creditor has been returned unsatisfied in whole or in part; and the amount due on such execution shall be the amount recoverable, with costs, from such shareholder. 32-33 V., c. 12, s. 33.

Limited to amount of stock.

31. The shareholders of the company shall not, as such, be held responsible for any act, default or liability whatsoever, of the company or for any engagement, claim, payment, loss, injury, transaction, matter or thing whatsoever, relating to or connected with the company, beyond the amount of their respective shares in the capital stock thereof. 32-33 V., c. 12 s. 34.

Trustees, &c., not personally liable.

32. No person holding stock in the company as an executor, administrator, tutor, curator, guardian or trustee, shall be personally subject to liability as a shareholder; but the estate and funds in the hands of such person shall be liable in like manner and to the same extent, as the testator or intestate or the minor, ward or interdicted person or the person interested in such trust fund would be, if living and competent to act and holding such stock in his own name; and no person holding such stock as collateral security, shall be personally subject to such liability, but the person pledging such stock shall be considered as holding the same and shall be liable as a shareholder accordingly. 32-33 V., c. 12, s. 35.

33. Every such executor, administrator, tutor, curator, guardian or trustee shall represent the stock in his possession at all meetings of the company, and may vote as a shareholder; and every person who pledges his stock may, notwithstanding such pledge, represent the said stock at all such meetings, and vote as a shareholder. 32-33 V., c. 12, s. 36.

Trustees, &c., may vote as shareholders.

34. Shareholders who hold one-fourth part in value of the subscribed stock of the company may, at any time, call a special meeting thereof, for the transaction of any business specified in the written requisition and notice made and given for the purpose. 32-33 V., c. 12, s. 13, *part*.

Special meetings may be called.

LIABILITY OF THE COMPANY.

35. Every contract, agreement, engagement or bargain made, and every bill of exchange drawn, accepted or indorsed, and every promissory note and cheque made, drawn or indorsed on behalf of the company, by any agent, officer or servant of the company, in general accordance with his powers as such under the by-laws of the company, shall be binding upon the company; and in no case shall it be necessary to have the seal of the company affixed to any such contract, agreement, engagement, bargain, bill of exchange, promissory note or cheque, or to prove that the same was made, drawn, accepted or indorsed, as the case may be, in pursuance of any by-law, or special vote or order; and the person so acting as agent, officer or servant of the company, shall not be thereby subjected individually to any liability whatsoever to any third person therefor; Provided always that nothing in this Act shall be construed to authorize the company to issue any note payable to the bearer thereof, or any promissory note intended to be circulated as money or as the note of a bank or to engage in the business of banking or insurance. 32-33 V., c. 12, s. 31.

Contracts, &c., when binding on company.

Non-liability of servants.

Provido: as to bank notes.

36. The company shall not be bound to see to the execution of any trust, whether express, implied or constructive, in respect of any share; and the receipt of the shareholder in whose name the same stands in the books of the company, shall be a valid and binding discharge to the company for any dividend or money payable in respect of such share, and whether or not notice of such trust has been given to the company; and the company shall not be bound to see to the application of the money paid upon such receipt. 32-33 V., c. 12, s. 30.

Company not liable in respect of trusts &c.

LIABILITY OF DIRECTORS.

37. If the directors of the company declare and pay any dividend when the company is insolvent, or any dividend, the payment of which renders the company insolvent, or diminishes the capital stock thereof, they shall be jointly and severally liable, as well to the company as to the individual shareholders and creditors thereof, for all the debts of the company then existing, and for all thereafter contracted during their continuance in office respectively; but if any director present when such dividend is declared does forthwith, or if any director then absent does, within twenty-four hours after he becomes aware thereof and is able

Liability of directors declaring any dividend when the company is insolvent.

How it may be avoided.

so to do, enter on the minutes of the board of directors his protest against the same, and within eight days thereafter publishes such protest in at least one newspaper published at the place in which the head office or chief place of business of the company is situated, or if there is no newspaper there published, then in the newspaper published nearest thereto, such director may thereby, and not otherwise, exonerate himself from such liability. 32-33 V., c. 12, s. 37.

No loans by company to shareholders.

Directors liable.

Liability of directors for wages, &c.

Proviso.

38. No loan shall be made by the company to any shareholder; if such loan is made, all directors and other officers of the company who make the same, or assent thereto, shall be jointly and severally liable to the company for the amount of such loan,—and also to third persons to the extent of such loan, with lawful interest, for all debts of the company contracted from the time of the making of such loan to that of the repayment thereof. 32-33 V., c. 12, s. 38.

40. The directors of the company shall be jointly and severally liable to the laborers, servants and apprentices thereof, for all debts, not exceeding one year's wages, due for service performed for the company whilst they are such directors respectively; but no director shall be liable to an action therefor, unless the company is sued therefor within one year after the debt became due, nor unless such director is sued therefor within one year from the time when he ceased to be such director, nor unless an execution against the company at the suit of such laborer, servant or apprentice is returned unsatisfied in whole or in part; and the amount unsatisfied on such execution shall be the amount recoverable with costs from the directors. 32-33 V., c. 12, s. 40.

GENERAL PROVISIONS.

Company not to purchase stock in other corporations.

Service of process on company.

Actions between company and shareholders.

Winding up Acts to apply.

41. No company shall use any of its funds in the purchase of stock in any other corporation, unless in so far as such purchase is specially authorized by the special Act, and also by the Act creating such other corporation. 32-33 V., c. 12, s. 32.

42. Service of any process or notice upon the company may be made by leaving a copy thereof at the head office or chief place of business of the company, with any adult person in charge thereof, or elsewhere with the president or secretary thereof; or if the company has no known office or chief place of business, and has no known president or secretary, the court may order such publication as it deems requisite to be made in the premises, for at least one month, in at least one newspaper; and such publication shall be held to be due service upon the company. 32-33 V., c. 12, s. 41.

43. Any description of action may be prosecuted and maintained between the company and any shareholder thereof, and no shareholder, who is not himself a party to such suit, shall be incompetent as a witness therein. 32-33 V., c. 12, s. 42.

44. The company shall be subject to the provisions of any general Act for the winding up of joint stock companies. 32-33 V., c. 12, s. 44.

BY-LAWS

—OF—

The Ottawa Electric Street Railway Company, Limited.

(Made to apply to The Ottawa Electric Railway Company
by No. 65, 57 Vict., Chap. 6.)

The Directors of "The Ottawa Electric Street Railway Company Limited" hereby enact as follows:—

ALLOTMENT OF SHARES.

1. The shares of the Company shall be under the control of the Directors who may allot or otherwise dispose of the same to such persons on such terms and conditions, and at such times as the Directors see fit.

CERTIFICATES.

2. The certificates of shares shall be issued under the seal of the Company, and signed by the President, or one Director, and by the Treasurer of the Company. Every member shall be entitled to one certificate for all the shares registered in his name or to several certificates each for a part of such shares. Every certificate shall specify the numbers of the shares in respect of which it is issued and the amount paid up thereon. A register shall be kept of all such certificates.

CALLS.

3. The Directors may from time to time make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively, and each member shall pay the amount of every call so made on him to the persons, and at the times and places appointed by the Directors.

4. Any call may be made payable either in one sum, or by two or more instalments.

5. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing such call was passed.

6. Ten days' notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid.

TRANSFERS.

7. The instrument of transfer of any share shall be signed both by the transferor and the transferee, and the transferor shall be deemed to remain the holder of such shares until the name of the transferee is entered in the register in respect thereof.

8. The instrument of transfer of any share shall be in the following form, or as near thereto as circumstances will admit:

I, A.B., of.....in consideration of the sum of.....dollars paid to me by C.D. of.....do hereby transfer to the said C.D.....share (or shares) standing in my name in the books of The Ottawa Electric Street Railway Company, Limited whereof.....has been paid up, to hold, unto the said C.D., his executors, administrators and assigns, subject to the several conditions on which I held the same at the time of the execution hereof, and I, the said C.D., do hereby agree to take the said share (or shares) subject to the same conditions.

As witness our hands the.....day of.....

9. All instruments of transfer which shall be registered, shall be retained by the Company.

10. The transfer books may be closed during such time as the Directors see fit not exceeding in the whole thirty days in each year.

FORFEITURE AND LIEN.

11. If any member fail to pay any call on or before the day appointed for the payment of the same, the Directors may at any time thereafter, during such time as the call remains unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment.

12. The notice shall name a day (not being less than thirty days from the date of the notice) and a place or places on and at which such call and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time, and at the place appointed the shares in respect of which the call was made will be liable to be forfeited.

13. If such notice as aforesaid be not complied with, any shares in respect of which such notice has been given may at any

time thereafter, before payment of all calls, interest and expenses due in respect thereof be forfeited by a resolution of the Directors to that effect.

14. The Directors may at any time before any share so forfeited shall have been sold, re-allotted or otherwise disposed of annul the forfeiture thereof upon such conditions as they think fit.

15. The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) for his debts, liabilities and engagements, solely or jointly with any other person to or with the Company, whether the period for the payment, fulfilment or discharge thereof shall have actually arrived or not.

16. For the purpose of enforcing such lien, the Directors may sell the shares subject thereto, in such manner as they think fit, but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his executors and administrators, and default shall have been made by him or them in the payment, fulfilment or discharge of such debts, liabilities or engagements, for seven days after such notice.

17. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities or engagements, and the residue (if any) paid to such member, his executors, administrators or assigns.

18. Upon any sale purporting to be made in exercise of the powers given by clauses 15 and 16 hereof respectively, the Directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register the validity of the sale shall not be impeached by any person, and the remedy of any person aggrieved by the sale shall be in damages only, and against the Company exclusively.

MEETINGS

19. The Annual General Meeting of the shareholders of the Company shall be held on the last Monday in June in each year, at such time and place as the Directors shall determine. The first of such meetings shall be held on Monday, the 20th day of April, 1891.

20. The Directors, or a majority of them may, whenever they think fit, convene a Special General Meeting of the shareholders.

21. Five members personally present shall be a quorum for an Annual General Meeting, and five members personally present, and representing one-third of the capital stock of the Company shall be a quorum for a Special General Meeting. If within one hour from the time appointed for a Special General Meeting a quorum be not present, the meeting shall stand dissolved, but in the case of an Annual General Meeting it shall stand adjourned to the same day in the next week at the same hour and place.

22. Every instrument of proxy shall be in the form or to the effect following:

I, of in the County of being a member of and entitled to vote (or votes) hereby appoint of (or failing him of) as my proxy to vote for me and on my behalf at the (Annual or Special as the case may be) General meeting of the Company, to be held on the day of and at any adjournment thereof, (or at any meeting of the Company that may be held in the year)

As witness my hand this day of.

Signed by the said in presence of.

23. Special General Meetings of the Company may at any time be called by the President or any two of the Directors for the transaction of any business upon the written requisition of the Shareholders holding not less than one-fourth part in value of the subscribed stock of the Company, and a Special General meeting may be called at any time under a resolution of the Directors.

24. Notice of the time and place for holding all general meetings of the Company shall be given at least ten days previously thereto by mailing such notice, postage prepaid, as provided in section 41.

DIRECTORS.

25. The number of Directors shall be fixed at seven.

26. The qualification of every Director shall be the holding in his own right of ten shares of the Company of the nominal value of \$100, but no shareholder shall be eligible for election as Director the calls upon whose stock shall be in arrear.

27. The continuing Directors may act, notwithstanding any vacancy in their body so long as there remain four Directors duly qualified to act.

28. A meeting of Directors may be held at any time at the instance of the President or of any two Directors.

29. The Directors may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they by resolution or otherwise determine, Four Directors shall be a quorum.

30. Questions arising at any Directors' Meeting shall be decided by a majority of votes, and in case of an equality of votes the Chairman shall have a second or casting vote.

31. At all meetings of the Directors, the president of the Company when present, shall be Chairman, and in his absence the Vice-President, and in the absence of the President and the Vice-President, the Directors may choose some one of their number to be Chairman.

32. A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretions for the time being vested in, or exercisable by the Directors generally.

OFFICERS.

33. The Directors shall choose from amongst themselves, a President and Vice-President, and shall appoint all other officers.

34. The President shall preside at all meetings of the Directors and shall exercise a general oversight over the business of the Company. In the absence of the President the Vice-President shall perform any or all duties of the President.

35. It shall be the duty of the Vice-President to aid and assist the President in the discharge of his duties, and to perform such other duties as may devolve upon him in the absence of the President.

36. The Treasurer shall have charge of all the cash and securities of the Company, and shall cause to be deposited with the bankers of the Company all moneys that he may receive for the purposes or on account of the Company. He shall, along with the President, sign all notes, drafts, &c., and shall pay any and all accounts approved of by the Board. He shall have charge of the Seal of the Company, and shall affix such Seal to all documents requiring such Seal when authorized by the Board.

37. No larger dividend shall be declared than is recommended by the Directors, but the Company in General Meeting may declare a smaller dividend.

38. No dividend shall be payable except out of the profits arising from the business of the Company.

39. A transfer of shares shall not pass the right to any cash dividend declared before the registration of the transfer.

NOTICES.

40. Any notice required to be given by the Company to or to be served upon any member may be signed by the President, Vice-President or Secretary.

41. A notice of any meeting of shareholders, general or special and all other notices which are required to be given by the Company to the shareholders, or any of them, may be served by the Company upon any member, either personally or sending it through the post in a prepaid letter, addressed to such member at his registered address, and any notice sent by post to such address shall be sufficient notice, and shall be deemed to have been served at the time when the letter containing the same was delivered to the post-office.

42. All conveyances, bonds, contracts and other documents requiring the Seal of the Company, shall be signed by the President, or in case of his absence, the Vice-President, and the Treasurer, and countersigned by one of the Directors, and shall have the Seal of the Company affixed thereto: and all notes, cheques, drafts or bills of exchange given, drawn, or endorsed, by and on behalf of the Company shall be signed by the Treasurer and the President, or in his absence by the Vice-President.

43. The Board shall, as often as it may be desirable appoint a committee to inspect and examine the accounts and securities of the Company in such manner as the Board may direct.

44. In the practical application of these rules or by-laws of the Company hereafter made, the construction put upon them by the Board of Directors shall be final and conclusive.

45. The By laws of the Company may be altered, amended or added to at any general meeting duly called for that purpose by a two-thirds vote of the shareholders of the Company present at such meeting.

46. The foregoing rules and by-laws have been approved of by the Directors, the seal of the Company is hereto affixed and

the President, Treasurer and one Director have signed the same this twentieth day of April, in the year of our Lord one thousand eight hundred and ninety-one.

(Signed) J. W. McRAE,
President.
[Seal.]
" GEO. P. BROPHY.
" WILLIAM SCOTT,
Treasurer.

The Directors of the Ottawa Electric Street Railway Company Limited hereby enact as follows:—

1. The Corporate Seal of the Ottawa Electric Street Railway Company Limited shall be the name of the Company in a circle with an inner circle in the centre of which is the figure of an electric street car.

Done and passed at the office of the Company on the sixth day of April, A.D. 1891.

(Signed) J. W. McRAE,
President.
" G. P. BROPHY,
Vice-President.
" D. C. DEWAR,
Secretary.
[Seal]

THE OTTAWA ELECTRIC RAILWAY COMPANY.

By-Law Number One.

The Directors of "The Ottawa Electric Railway Company" hereby enact as follows:—

Section nineteen of By-law number one of the Ottawa Electric Street Railway Company, Limited, is hereby repealed, and the following section is hereby enacted in lieu thereof:—

The Annual General Meeting of the shareholders of the Company shall be held on the last Monday in January in each year, at such time and place as the Directors shall determine.

The books of the Company shall be balanced and made up to the thirty-first day of December in each year, and the Annual Statement of the affairs of the Company shall include the business of the Company up to that date.

For the current year, up to the thirty-first day of December, 1895, the statement and balance sheet shall be made up so as to include the seven months from the first day of June, 1895, to the thirty-first day of December, 1895, inclusive.

The Directors to be elected at the Annual General meeting to be held on the last Monday in June, 1895, shall hold office only until the Annual General Meeting to be held on the last Monday in January, 1896, and thereafter the Directors shall be elected annually at the General Meeting to be held in the month of January in each year.

Done and passed at the City of Ottawa, this twenty-fourth day of June, 1895.

(Signed,) J. W. McRAE,
President.

" JAMES D. FRASER,
Sec'y.-Treas.

[SEAL]

The Ottawa Electric Company

Ottawa, Ont. Jan'y 30 1897

Copy

Dear Mr Dickenson,--

I send you herewith a book which embodies everything relating to our Street Railway in Ottawa. I have marked certain paragraphs in this book which will show you the character and exclusiveness of the Contract between the City of Ottawa and the Ottawa Electric Railway Co.

To give you a resume' of the Street Railway business in Ottawa - you will notice as far back as 1867, The Ottawa City Passenger Railway Co. obtained a Perpetual Charter for a horse railway on the principal streets of Ottawa. In the winter of 1890-91 the Ottawa Electric Street Railway Co was organized by my firm. We made application to the Ontario Government for permission to lay tracks as near as possible to the principal streets occupied by the horse Company, but we found it impossible to induce the Government to permit us to go nearer than three blocks from the line of the horse railway, owing to the recognition by the Ontario Government of the "vested rights" of the City Passenger Railway Co. We however, obtained a twenty years Franchise, permitting the construction of lines of Railway somewhat far removed from the route of the City Passenger Co.

After a few months operation of the Electric Railway, my firm purchased a controlling interest in the horse railway, and shortly afterward we entered into negotiation with the Corporation of Ottawa to electrify the old road, and after much discussion extending over a period of a year and a half, a compromise was effected whereby the twenty years Franchise of The Ottawa Electric Street Railway Co. was extended to a thirty years, and the Ottawa City Passenger Railway Co. agreed to abandon its perpetual charter in Ottawa, and in consideration accepted a thirty year Franchise, and we further agreed to amalgamate the two Companies into one system, and charge but a single fare including transfers. The Companies agreed to pay \$450 per mile of Street occupied by their tracks and defray expense
per annum

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of snow cleaning Companies an extension of the street cleaning streets until the Contract provided that further extension notice must first be given we must determine additional line of service, then and then to deal with any additional service.

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as you will learn you will find it has been overdone in requirements of more miles of track service than can be given same population proud of the system we are giving, a interference with granted to us by Parliament in 1871 a Bill which was The same Bill as the Passenger Railway to "The Ottawa Street" which was Railway Company before understood Ottawa is the old name. Legislative agreement and a Street Railway

this question was prominent in Session. Mr Fraser, character, and influence with that Mr Fraser, the situation had to walk

now cleaning, the City agreeing to give to the amalgamated companies an exclusive Franchise for said period of thirty years the street occupied, and an exclusive privilege on all streets until 1898 (this Contract was made in 1893) After 1898 Contract provides that if the Corporation should decide further extensions of the Railway are required, thirty days must first be given the Ottawa Company, within which time must determine whether or not we would build and operate the additional line or lines demanded by the City, and should we refuse, then and not before, the Corporation would be at liberty to deal with any other firm or Company, for the proposed additional service.

The foregoing is a brief account of the Contract, you will learn by perusal of accompanying book, and I trust you will find it intelligible. As a matter of fact Ottawa has done more than is overdone in a Street Railway sense. We have exceeded the requirements of the Contract in every direction, and we have 15 miles of track and the Company maintains a more frequent service than can be found in any other City in the world, of the size of the population or even much larger; our citizens are not only proud of the system but are thoroughly satisfied with the service we are giving, and there is therefore no justification for any interference with the rights and privileges which have been granted to us by the Corporation of Ottawa, and confirmed by Parliament in 1893, when this Contract was made the subject of a Bill which was passed by the House of Commons and the Senate. The same Bill also gave further powers to the Ottawa City Passenger Railway and authorized that Company to change its name to "The Ottawa Electric Railway Co." You will notice the word "street" which was part of the name of the original Electric Railway Company, was dropped in the new Bill. You will therefore understand that the present electric Railway Company in Ottawa is the old City Passenger Railway Company with a new name. Legislation was also obtained from Ontario, approving the agreement and authorizing the amalgamation of the Ottawa Electric Railway with the City Passenger Railway Co.

My reason for desiring that you should understand this question clearly, is that Mr Fraser M. P. for Guysboro' is prominent in supporting the Hull Electric Co's Bill last session. Mr Fraser is a gentleman of great ability and force of character, and from what I could observe he wields considerable influence with his fellow members. I am impressed in the belief that Mr Fraser, like many others, did not thoroughly understand the situation here, and the fact that patrons of the Hull Railway had to walk a quarter of a mile to reach the Ottawa cars.

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plied a grievance which naturally enlisted sympathy; and it is used for all it was worth. I am quite satisfied that Mr Fraser, being learned in the Law, will readily comprehend the situation here, if you will be good enough, if an opportunity arises, to bring the matter before him.

Since the last Session of Parliament we have completed our new bridge to Hull, at a cost of over \$20,000, and since the 18th of this month, the Ottawa Company's cars have run side by side with the Hull Co's cars at Hull, so that passengers from one road step into the cars of the other Company, and the same facilities are supplied as are given to patrons of the various branches of our road within this City, where passengers transfer from branch to branch.

I am fully alive to the fact that Mr Fraser in taking up the cause of the Hull Co. acted through the best of motives, and I am convinced that after he has looked into the case and thoroughly reviews the agreement, and has seen what has been done since he was here last, to remove the inconvenience to the travelling public, he will conclude that our case is strong and just. I might in our own defence add that the missing link which existed up to this month between the two Companies, was not our making, but was due to the fact that the Hull Company closed the Aylmer Branch and then abruptly cut off the upper country from direct communication with Ottawa by the C. P. Ry, previously existed, for the reason that they then only ran their cars to Hull. Though we had absolutely nothing to do with this inconvenience to the public, it was used most effectively to make it appear that the Hull Co. were working under a great disadvantage.

The Hull Company will again attempt this Session to secure the privileges that were asked last Session, but I do not think there is much hope for their success, as it is looked upon here as an attempt at coercing my Company into an arrangement which will make the Stock of the Hull Co. marketable.

Another difficulty we had to contend with was the action of the Hull Co. made of the C.P.R. It was made to appear that the latter Company was behind the Hull Co's Bill; this was an abuse of the situation and there is abundance of proof now that the C. P. R. is not at all interested as I can satisfactorily demonstrate when necessary.

supplied a grievance which naturally and was used for all it was worth. I am quite Fraser, being learned in the law, will re situation here, if you will be good enough arises, to bring the matter before him.

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I will not dwell upon the pioneer work we did here -
at is generally known and should speak for itself.

If you can find it convenient to bring this matter
before the attention of Mr Fraser, I will esteem it a favor, and
feel sure he will appreciate the opportunity of understanding
the case thoroughly, and will do our Company justice when the
case is again before the House.

Mrs Ahearn joins me in kind regards to Mrs
Jacksonson and yourself.

Yours very truly

T. Ahearn.